



LINCOLNWOOD SCHOOL DISTRICT 74  
BOARD OF EDUCATION  
FINANCE COMMITTEE MEETING AGENDA  
THURSDAY, JUNE 9, 2022 AT **6:30 PM**

BOARD OF EDUCATION  
Kevin Daly, *President*  
Rupal Shah Mandal, *Vice President*  
John P. Vranas, *Secretary*  
Myra A. Foutris  
Elaina Geraghty  
Jay Oleniczak  
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, June 9, 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 - **MAY 19, 2022**

3

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

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

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

7

5. OLD BUSINESS

- a. INFORMATION/DISCUSSION: Draft of Fiscal Year 2023 Tentative Budget

31

6. NEW BUSINESS

a.	<u>INFORMATION/DISCUSSION/ACTION</u> : Illinois Public Risk Fund (IPRF) Workers' Compensation Plan 2022-23	<u>43</u>
b.	<u>INFORMATION/DISCUSSION/ACTION</u> : 2022-23 Collective Liability Insurance Cooperative (CLIC) Property/Casualty and Fiduciary Insurance Renewal	<u>45</u>
c.	<u>INFORMATION/DISCUSSION/ACTION</u> : 2021-22 Niles Township School Treasurer Invoice	<u>52</u>
d.	<u>INFORMATION/DISCUSSION/ACTION</u> : 3-Year ClassLink Integration Project	<u>54</u>
e.	<u>INFORMATION/DISCUSSION/ACTION</u> : 2022-2023 Learning A-Z Product Renewal	<u>77</u>
f.	<u>INFORMATION/DISCUSSION/ACTION</u> : Nearpod renewal for 2022-2023 School Year	<u>107</u>
g.	<u>INFORMATION/DISCUSSION/ACTION</u> : Autism Spectrum Rating Scales (ASRS™) Complete Kit Subscription	<u>134</u>
7.	<u>INFORMATION/DISCUSSION</u> : District Finance Update	<u>169</u>
	a. Tuition/Registration Payment Details as of May 31, 2022	
	b. Lincolnwood Baseball and Softball Association	
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, 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*

*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, May 19, 2022.*

FINANCE COMMITTEE MEMBERS

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

FINANCE COMMITTEE MEMBERS NOT PRESENT

John P. Vranas (BOE)  
Michael Bartholomew, Community Member  
Reuben George, Community Member  
Maja Kenjar, Community Member

ADMINISTRATORS/STAFF

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

1. CALL TO ORDER/ROLL CALL

Chair Theodore called the Finance Committee meeting to order at 6:32 p.m.

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **APRIL 21, 2022**

Two figures under 7b were requested to have a dollar sign.

A motion was made, seconded and passed to approve the minutes from the April 21, 2022 Finance Committee meeting as amended.

4. FUND BALANCE REPORT

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

Courtney Whited, Business Manager/CSBO, presented the Fund Balance report for March 2022. She explained that Fund 50 will no longer be a negative figure. CPPRT is coming in at higher levels of revenue, which is directed to this fund, in the near future, this fund will have a positive balance. Courtney discussed how the proceeds from the NEID TIF; \$745,000 will be distributed to several funds. The District will have fund balances to carry it through any delay in payment for the late second installment of property taxes from Cook County.

## 5. OLD BUSINESS

### a. Resolution Authorizing the Transfer of Interest Income

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the Resolution Authorizing the Transfer of Interest Income in the amount of \$65,000 from the Educational Fund to the Tort Fund.

## 6. NEW BUSINESS

### a. FY23 Preliminary Budget Assumptions

Courtney presented the FY23 Preliminary Budget Assumptions explaining that the FY23 Budget will be presented at the June 9th Finance Committee meeting. She explained the adjustments that will take place with staffing including the number of staff set to retire, those who may advance a class on the salary schedule and the number of teachers qualifying for the longevity stipend. She also noted the total staff in the District. There will be approximately \$15,700,000 paid in salaries. She reviewed the costs associated with insurance. There was a discussion regarding post-retirement insurance benefits and how that will change in the coming fiscal year. There was a review of expenditures related to buildings and grounds. Courtney outlined revenue from local, state and federal sources.

### b. Tracers Subscription 22-23

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 Proposal from Tracers for residence verification database in the amount of \$39 per month.

### c. Newsela Essentials Renewal 2022-2023

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 Customer Agreement from Newsela for Newsela Essentials in the amount of \$9,600 from August 6, 2022 to August 5, 2023.

### d. 22-23 Renewal Neptune Navigate for Schools/Educate – Level 2 Subscription

A motion was made, seconded and passed that the Finance Committee concurs with the Administration 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.

### e. 2022-2023 Annual Renewal of Achieve3000 License at Lincoln Hall (Formerly Actively Learn)

Jordan explained the purpose of the software and its usage rates. The Committee would like to have a resource that allows them to see the overall scope of software purchase and renewal.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration 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.

### f. Discovery Education, Inc. K-8 Streaming License for 2022-2023

A motion was made, seconded and passed that the Finance Committee concurs with the Administration 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.

g. Renewal of Jamf Software LLC Contract for the 2022-23 School Year

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to renew the Jamf Software LLC Quote in the amount of \$9,583 for services between May 24, 2022 and May 23, 2023.

h. Renewal of Schoology Learning Management System Subscription for the 2022-2023 School Year

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept this Agreement from Schoology Learning Management System in the amount of \$4,539.93 from July 1, 2022 to June 30, 2023.

i. Renewal of Seesaw Learning, Inc for Schools for Todd Hall for 2022-2023

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept the Seesaw Learning, Inc license for Seesaw for Schools in the amount of \$2,400 for the 2022-2023 school year.

7. District Finance Update

a. Natural Gas Contract Ending June 30, 2022

The Committee would like to wait on this through the summer as the contract with Vanguard expires June 30.

b. Amended FY22 Budget

Courtney reviewed why an amended budget is not necessary.

c. Tax Rate Litigation in Progress from May 14, 2021

Nothing currently happening with this matter. Administration will bring the District's exposure estimates to closed session during the June 1st Board meeting.

The Committee will discuss the classification of Lincolnwood Softball and Baseball at a future meeting. The Girl Scouts requested use of a Todd Hall room for bi-weekly meetings next year.

8. ADJOURNMENT

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

The Finance Committee meeting was adjourned at 7:48 p.m.

The next Finance Committee meeting will be Thursday, June 9, 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: April

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	\$22,419,084.47	(\$16,047,993.49)	\$0.00	\$16,983,880.55
20	OPERATIONS & MAINTENANCE	\$3,073,579.94	\$2,317,256.93	(\$1,736,889.82)	\$0.00	\$3,653,947.05
30	DEBT SERVICE	\$920,382.10	\$1,699,345.06	(\$1,490,822.77)	\$0.00	\$1,128,904.39
40	TRANSPORTATION	\$1,201,985.01	\$1,237,901.98	(\$898,451.58)	\$0.00	\$1,541,435.41
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$377,752.43	\$287,054.29	(\$191,946.98)	\$0.00	\$472,859.74
52	SOCIAL SECURITY AND MEDICARE	(\$132,773.50)	\$596,375.55	(\$258,243.96)	\$0.00	\$205,358.09
60	CAPITAL PROJECTS	\$757,792.10	\$65,118.26	(\$606,628.34)	\$6,000,000.00	\$6,216,282.02
70	WORKING CASH	\$6,463,874.68	\$21,730.90	\$0.00	(\$6,000,000.00)	\$485,605.58
80	TORT IMMUNITY	\$17,743.76	\$117,938.45	\$0.00	\$0.00	\$135,682.21
90	FIRE PREVENTION & SAFETY	\$4,018,659.43	\$596,525.11	(\$2,019,149.17)	\$0.00	\$2,596,035.37
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$27,311,785.52	\$29,358,331.00	(\$23,250,126.11)	\$0.00	\$33,419,990.41

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 04/30/2022

Fiscal Year: 2021-2022

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$32,864,129.74
Imprest Fund (+)	\$15,086.62
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$32,879,316.36
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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	\$32,878,849.33
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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 (+)	\$35,463.32
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Payroll Liabilities (+)	(\$642,713.28)
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Sub-total : OTHER CURRENT LIABILITIES	(\$607,249.96)
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Total : LIABILITIES	(\$541,141.08)
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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) (+)	\$6,108,204.89
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Sub-total : NET INCREASE (DECREASE)	\$6,108,204.89
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Total : FUND BALANCE	\$33,419,990.41
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Total LIABILITIES + FUND BALANCE	\$32,878,849.33
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End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 04/30/2022 through 04/30/2022

Fiscal Year: 2021-2022

	<u>04/30/2022 - 04/30/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>REVENUE</b>					
<b>LOCAL SOURCES</b>					
Property Tax Receipts (+)	\$340,856.80	\$24,680,525.21	\$24,471,128.00	(\$209,397.21)	100.9%
Payments in Lieu of Taxes (+)	\$0.00	\$1,284,831.75	\$620,000.00	(\$664,831.75)	207.2%
Tuition Payments Received (+)	\$11,870.00	\$197,832.62	\$176,000.00	(\$21,832.62)	112.4%
Interest Revenue Received (+)	\$43,963.98	\$349,027.21	\$196,005.00	(\$153,022.21)	178.1%
Sales to Pupils & Adults (+)	\$13,278.80	\$123,222.52	\$110,000.00	(\$13,222.52)	112.0%
Activity Fees Received (+)	\$22,999.25	\$82,172.72	\$89,900.00	\$7,727.28	91.4%
Rental Revenue (+)	\$15,798.75	\$74,627.79	\$90,000.00	\$15,372.21	82.9%
Other Local Revenue (+)	(\$59,481.37)	\$125,832.69	\$739,250.00	\$613,417.31	17.0%
<b>Sub-total : LOCAL SOURCES</b>	<b>\$389,286.21</b>	<b>\$26,918,072.51</b>	<b>\$26,492,283.00</b>	<b>(\$425,789.51)</b>	<b>101.6%</b>
<b>STATE SOURCES</b>					
State Grants & Aid Received (+)	\$0.00	\$1,349,355.99	\$1,522,880.00	\$173,524.01	88.6%
<b>Sub-total : STATE SOURCES</b>	<b>\$0.00</b>	<b>\$1,349,355.99</b>	<b>\$1,522,880.00</b>	<b>\$173,524.01</b>	<b>88.6%</b>
<b>FEDERAL SOURCES</b>					
Federal Grants & Aid Received (+)	\$0.00	\$1,090,902.50	\$1,538,458.00	\$447,555.50	70.9%
<b>Sub-total : FEDERAL SOURCES</b>	<b>\$0.00</b>	<b>\$1,090,902.50</b>	<b>\$1,538,458.00</b>	<b>\$447,555.50</b>	<b>70.9%</b>
<b>Total : REVENUE</b>	<b>\$389,286.21</b>	<b>\$29,358,331.00</b>	<b>\$29,553,621.00</b>	<b>\$195,290.00</b>	<b>99.3%</b>
<b>EXPENDITURES</b>					
<b>REGULAR K-12 PROGRAMS</b>					
Salaries (-)	\$0.00	\$5,328,636.76	\$7,769,901.00	\$2,441,264.24	68.6%
Employee Benefits (-)	\$0.00	\$822,043.22	\$1,310,601.00	\$488,557.78	62.7%
Purchased Services (-)	\$0.00	\$207,594.50	\$241,500.00	\$33,905.50	86.0%
Termination Benefits (-)	\$0.00	\$245,997.27	\$405,933.00	\$159,935.73	60.6%
Supplies & Materials (-)	\$0.00	\$330,612.67	\$650,345.00	\$319,732.33	50.8%
Capital Expenditures (-)	\$0.00	\$85,203.24	\$192,500.00	\$107,296.76	44.3%
Other Objects (-)	\$0.00	\$0.00	\$1,200.00	\$1,200.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$47,199.12	\$97,000.00	\$49,800.88	48.7%
<b>Sub-total : REGULAR K-12 PROGRAMS</b>	<b>\$0.00</b>	<b>(\$7,067,286.78)</b>	<b>(\$10,668,980.00)</b>	<b>(\$3,601,693.22)</b>	<b>66.2%</b>
<b>PRE-K PROGRAMS</b>					
Salaries (-)	\$0.00	\$151,095.42	\$218,560.00	\$67,464.58	69.1%
Employee Benefits (-)	\$0.00	\$43,255.19	\$78,095.00	\$34,839.81	55.4%
Supplies & Materials (-)	\$0.00	\$2,301.09	\$3,800.00	\$1,498.91	60.6%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
<b>Sub-total : PRE-K PROGRAMS</b>	<b>\$0.00</b>	<b>(\$196,651.70)</b>	<b>(\$301,455.00)</b>	<b>(\$104,803.30)</b>	<b>65.2%</b>
<b>SPECIAL ED PROGRAMS K-12</b>					
Salaries (-)	\$0.00	\$805,777.15	\$1,276,974.00	\$471,196.85	63.1%
Employee Benefits (-)	\$0.00	\$197,241.62	\$384,510.00	\$187,268.38	51.3%
Purchased Services (-)	\$0.00	\$1,529.99	\$500.00	(\$1,029.99)	306.0%
Supplies & Materials (-)	\$0.00	\$2,868.87	\$4,200.00	\$1,331.13	68.3%
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 (-)	\$0.00	\$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 04/30/2022 through 04/30/2022

Fiscal Year: 2021-2022

	<u>04/30/2022 - 04/30/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : SPECIAL ED PROGRAMS K-12	\$0.00	(\$1,017,887.94)	(\$1,677,484.00)	(\$659,596.06)	60.7%
<b>REMEDIAL &amp; SUPPLEMENTAL K-12</b>					
Salaries (-)	\$0.00	\$393,258.24	\$569,777.00	\$176,518.76	69.0%
Employee Benefits (-)	\$0.00	\$58,629.87	\$89,918.00	\$31,288.13	65.2%
Purchased Services (-)	\$0.00	\$45,276.56	\$45,303.00	\$26.44	99.9%
Supplies & Materials (-)	\$0.00	\$7,584.34	\$13,900.00	\$6,315.66	54.6%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	\$0.00	(\$504,749.01)	(\$718,898.00)	(\$214,148.99)	70.2%
<b>INTERSCHOLASTIC PROGRAMS</b>					
Salaries (-)	\$0.00	\$58,026.33	\$90,000.00	\$31,973.67	64.5%
Employee Benefits (-)	\$0.00	\$3,121.02	\$4,275.00	\$1,153.98	73.0%
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	\$0.00	(\$67,506.71)	(\$100,475.00)	(\$32,968.29)	67.2%
<b>SUMMER SCHOOL PROGRAMS</b>					
Salaries (-)	\$0.00	\$41,818.00	\$41,819.00	\$1.00	100.0%
Employee Benefits (-)	\$0.00	\$1,976.50	\$1,629.00	(\$347.50)	121.3%
Supplies & Materials (-)	\$0.00	\$1,679.97	\$4,500.00	\$2,820.03	37.3%
Sub-total : SUMMER SCHOOL PROGRAMS	\$0.00	(\$45,474.47)	(\$47,948.00)	(\$2,473.53)	94.8%
<b>GIFTED PROGRAMS</b>					
Salaries (-)	\$0.00	\$224,033.58	\$314,460.00	\$90,426.42	71.2%
Employee Benefits (-)	\$0.00	\$30,117.88	\$69,167.00	\$39,049.12	43.5%
Supplies & Materials (-)	\$0.00	\$2,725.50	\$3,500.00	\$774.50	77.9%
Sub-total : GIFTED PROGRAMS	\$0.00	(\$256,876.96)	(\$387,127.00)	(\$130,250.04)	66.4%
<b>BILINGUAL PROGRAMS</b>					
Salaries (-)	\$0.00	\$463,357.48	\$670,884.00	\$207,526.52	69.1%
Employee Benefits (-)	\$0.00	\$63,523.34	\$97,510.00	\$33,986.66	65.1%
Purchased Services (-)	\$0.00	\$1,800.00	\$1,950.00	\$150.00	92.3%
Supplies & Materials (-)	\$0.00	\$3,017.35	\$18,600.00	\$15,582.65	16.2%
Sub-total : BILINGUAL PROGRAMS	\$0.00	(\$531,698.17)	(\$788,944.00)	(\$257,245.83)	67.4%
<b>ATTENDANCE &amp; SOCIAL WORK</b>					
Salaries (-)	\$0.00	\$262,680.69	\$392,546.00	\$129,865.31	66.9%
Employee Benefits (-)	\$0.00	\$19,478.69	\$30,737.00	\$11,258.31	63.4%
Supplies & Materials (-)	\$0.00	\$105.46	\$1,400.00	\$1,294.54	7.5%
Sub-total : ATTENDANCE & SOCIAL WORK	\$0.00	(\$282,264.84)	(\$424,683.00)	(\$142,418.16)	66.5%
<b>HEALTH SERVICES</b>					
Salaries (-)	\$0.00	\$116,877.41	\$191,053.00	\$74,175.59	61.2%
Employee Benefits (-)	\$0.00	\$45,466.16	\$80,959.00	\$35,492.84	56.2%
Purchased Services (-)	\$0.00	\$29,110.91	\$1,500.00	(\$27,610.91)	1940.7%
Supplies & Materials (-)	\$0.00	\$15,172.20	\$20,940.00	\$5,767.80	72.5%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 04/30/2022 through 04/30/2022

Fiscal Year: 2021-2022

	<u>04/30/2022 - 04/30/2022</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	\$0.00	(\$206,626.68)	(\$299,052.00)	(\$92,425.32)	69.1%
<b>PSYCHOLOGICAL SERVICES</b>					
Salaries (-)	\$0.00	\$120,611.88	\$156,500.00	\$35,888.12	77.1%
Employee Benefits (-)	\$0.00	\$23,684.27	\$37,141.00	\$13,456.73	63.8%
Purchased Services (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Supplies & Materials (-)	\$0.00	\$10.98	\$800.00	\$789.02	1.4%
Sub-total : PSYCHOLOGICAL SERVICES	\$0.00	(\$144,307.13)	(\$196,941.00)	(\$52,633.87)	73.3%
<b>SPEECH PATHOLOGY &amp; AUDIOLOGY</b>					
Salaries (-)	\$0.00	\$183,353.76	\$281,336.00	\$97,982.24	65.2%
Employee Benefits (-)	\$0.00	\$25,772.06	\$36,939.00	\$11,166.94	69.8%
Purchased Services (-)	\$0.00	\$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	\$0.00	(\$210,961.92)	(\$319,175.00)	(\$108,213.08)	66.1%
<b>OTHER SUPPORT SERVICES - PUPILS</b>					
Salaries (-)	\$0.00	\$74,410.70	\$125,979.00	\$51,568.30	59.1%
Employee Benefits (-)	\$0.00	\$4,630.90	\$10,491.00	\$5,860.10	44.1%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	\$0.00	(\$79,041.60)	(\$136,470.00)	(\$57,428.40)	57.9%
<b>IMPROVEMENT OF INSTRUCTION</b>					
Salaries (-)	\$0.00	\$314,768.46	\$432,388.00	\$117,619.54	72.8%
Employee Benefits (-)	\$0.00	\$46,937.43	\$61,532.00	\$14,594.57	76.3%
Purchased Services (-)	\$0.00	\$28,707.76	\$63,793.00	\$35,085.24	45.0%
Supplies & Materials (-)	\$0.00	\$1,464.31	\$3,500.00	\$2,035.69	41.8%
Other Objects (-)	\$0.00	\$1,759.58	\$1,800.00	\$40.42	97.8%
Sub-total : IMPROVEMENT OF INSTRUCTION	\$0.00	(\$393,637.54)	(\$563,013.00)	(\$169,375.46)	69.9%
<b>EDUCATIONAL MEDIA</b>					
Salaries (-)	\$0.00	\$182,364.48	\$263,415.00	\$81,050.52	69.2%
Employee Benefits (-)	\$0.00	\$19,989.85	\$30,787.00	\$10,797.15	64.9%
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$0.00	\$7,989.27	\$9,800.00	\$1,810.73	81.5%
Sub-total : EDUCATIONAL MEDIA	\$0.00	(\$210,343.60)	(\$305,002.00)	(\$94,658.40)	69.0%
<b>ASSESSMENT &amp; TESTING</b>					
Purchased Services (-)	\$0.00	\$14,525.00	\$14,525.00	\$0.00	100.0%
Supplies & Materials (-)	\$0.00	\$350.54	\$0.00	(\$350.54)	0.0%
Sub-total : ASSESSMENT & TESTING	\$0.00	(\$14,875.54)	(\$14,525.00)	\$350.54	102.4%
<b>ADMIN SERVICES - BOARD OF ED</b>					
Employee Benefits (-)	\$0.00	\$69,015.08	\$70,000.00	\$984.92	98.6%
Purchased Services (-)	\$0.00	\$150,759.64	\$218,900.00	\$68,140.36	68.9%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 04/30/2022 through 04/30/2022

Fiscal Year: 2021-2022

	<u>04/30/2022 - 04/30/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Supplies & Materials (-)	\$0.00	\$660.11	\$2,500.00	\$1,839.89	26.4%
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%
Sub-total : ADMIN SERVICES - BOARD OF ED	\$0.00	(\$220,684.83)	(\$306,900.00)	(\$86,215.17)	71.9%
<b>SUPERINTENDENT</b>					
Salaries (-)	\$0.00	\$228,391.68	\$269,918.00	\$41,526.32	84.6%
Employee Benefits (-)	\$0.00	\$28,897.34	\$35,850.00	\$6,952.66	80.6%
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	\$3,072.88	\$2,500.00	(\$572.88)	122.9%
Non-Capitalized Equipment (-)	\$0.00	\$129.00	\$500.00	\$371.00	25.8%
Sub-total : SUPERINTENDENT	\$0.00	(\$260,904.16)	(\$315,168.00)	(\$54,263.84)	82.8%
<b>ADMIN SERVICES - SPECIAL ED</b>					
Salaries (-)	\$0.00	\$120,119.78	\$141,962.00	\$21,842.22	84.6%
Employee Benefits (-)	\$0.00	\$34,980.02	\$42,403.00	\$7,422.98	82.5%
Sub-total : ADMIN SERVICES - SPECIAL ED	\$0.00	(\$155,099.80)	(\$184,365.00)	(\$29,265.20)	84.1%
<b>WORKERS COMPENSATION INSURANCE</b>					
Purchased Services (-)	\$0.00	\$0.00	\$94,000.00	\$94,000.00	0.0%
Sub-total : WORKERS COMPENSATION INSURANCE	\$0.00	\$0.00	(\$94,000.00)	(\$94,000.00)	0.0%
<b>LOSS PREVENTION REDUCTION</b>					
Other Objects (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Sub-total : LOSS PREVENTION REDUCTION	\$0.00	\$0.00	(\$5,000.00)	(\$5,000.00)	0.0%
<b>PROPERTY INSURANCE</b>					
Purchased Services (-)	\$0.00	\$0.00	\$100,000.00	\$100,000.00	0.0%
Sub-total : PROPERTY INSURANCE	\$0.00	\$0.00	(\$100,000.00)	(\$100,000.00)	0.0%
<b>PRINCIPAL</b>					
Salaries (-)	\$0.00	\$587,647.76	\$689,545.00	\$101,897.24	85.2%
Employee Benefits (-)	\$0.00	\$169,909.09	\$201,846.00	\$31,936.91	84.2%
Purchased Services (-)	\$0.00	\$2,406.26	\$5,100.00	\$2,693.74	47.2%
Supplies & Materials (-)	\$0.00	\$929.52	\$4,200.00	\$3,270.48	22.1%
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%
Sub-total : PRINCIPAL	\$0.00	(\$771,401.62)	(\$914,552.00)	(\$143,150.38)	84.3%
<b>OPERATION OF BUSINESS SERVICES</b>					
Salaries (-)	\$0.00	\$154,818.40	\$182,968.00	\$28,149.60	84.6%
Employee Benefits (-)	\$0.00	\$25,415.66	\$31,165.00	\$5,749.34	81.6%
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 04/30/2022 through 04/30/2022

Fiscal Year: 2021-2022

	<u>04/30/2022 - 04/30/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : OPERATION OF BUSINESS SERVICES	\$0.00	(\$181,532.36)	(\$216,033.00)	(\$34,500.64)	84.0%
<b>FISCAL SERVICES</b>					
Salaries (-)	\$0.00	\$180,978.23	\$220,030.00	\$39,051.77	82.3%
Employee Benefits (-)	\$0.00	\$65,531.03	\$90,879.00	\$25,347.97	72.1%
Purchased Services (-)	\$0.00	\$4,659.25	\$105,500.00	\$100,840.75	4.4%
Supplies & Materials (-)	\$0.00	\$5,461.44	\$5,000.00	(\$461.44)	109.2%
Capital Expenditures (-)	\$0.00	\$749.99	\$0.00	(\$749.99)	0.0%
Other Objects (-)	\$4,462.20	\$18,027.40	\$20,000.00	\$1,972.60	90.1%
Non-Capitalized Equipment (-)	\$0.00	\$238.25	\$1,000.00	\$761.75	23.8%
Sub-total : FISCAL SERVICES	(\$4,462.20)	(\$275,645.59)	(\$442,409.00)	(\$166,763.41)	62.3%
<b>FACILITY ACQUISITION &amp; CONSTRUCTION</b>					
Purchased Services (-)	\$0.00	\$201,912.53	\$174,686.00	(\$27,226.53)	115.6%
Capital Expenditures (-)	\$0.00	\$482,504.09	\$1,165,358.00	\$682,853.91	41.4%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	\$0.00	(\$684,416.62)	(\$1,340,044.00)	(\$655,627.38)	51.1%
<b>OPERATION &amp; MAINTENANCE OF PLANT</b>					
Salaries (-)	\$0.00	\$415,958.11	\$509,517.00	\$93,558.89	81.6%
Employee Benefits (-)	\$0.00	\$137,608.20	\$167,722.00	\$30,113.80	82.0%
Purchased Services (-)	\$0.00	\$802,254.04	\$957,675.00	\$155,420.96	83.8%
Supplies & Materials (-)	\$0.00	\$371,898.52	\$498,650.00	\$126,751.48	74.6%
Capital Expenditures (-)	\$0.00	\$2,024,172.35	\$2,391,023.00	\$366,850.65	84.7%
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	\$0.00	(\$3,755,618.22)	(\$4,544,337.00)	(\$788,718.78)	82.6%
<b>PUPIL TRANSPORTATION</b>					
Purchased Services (-)	\$0.00	\$898,451.58	\$1,285,000.00	\$386,548.42	69.9%
Sub-total : PUPIL TRANSPORTATION	\$0.00	(\$898,451.58)	(\$1,285,000.00)	(\$386,548.42)	69.9%
<b>FOOD SERVICES</b>					
Salaries (-)	\$0.00	\$174,530.27	\$235,394.00	\$60,863.73	74.1%
Employee Benefits (-)	\$0.00	\$70,415.58	\$101,367.00	\$30,951.42	69.5%
Purchased Services (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Supplies & Materials (-)	\$0.00	\$128,579.79	\$272,500.00	\$143,920.21	47.2%
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	\$0.00	(\$375,039.92)	(\$624,761.00)	(\$249,721.08)	60.0%
<b>INTERNAL SERVICES</b>					
Purchased Services (-)	\$0.00	\$26,219.47	\$30,600.00	\$4,380.53	85.7%
Supplies & Materials (-)	\$0.00	\$496.90	\$1,500.00	\$1,003.10	33.1%
Sub-total : INTERNAL SERVICES	\$0.00	(\$26,716.37)	(\$32,100.00)	(\$5,383.63)	83.2%
<b>INFORMATION SERVICES</b>					

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 04/30/2022 through 04/30/2022

Fiscal Year: 2021-2022

	<u>04/30/2022 - 04/30/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$0.00	\$70,644.43	\$94,241.00	\$23,596.57	75.0%
Employee Benefits (-)	\$0.00	\$20,720.49	\$26,149.00	\$5,428.51	79.2%
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	\$0.00	(\$111,474.42)	(\$164,890.00)	(\$53,415.58)	67.6%
<b>OTHER SUPPORT SERVICES - ADMIN</b>					
Salaries (-)	\$0.00	\$388,107.61	\$457,319.00	\$69,211.39	84.9%
Employee Benefits (-)	\$0.00	\$124,775.84	\$151,650.00	\$26,874.16	82.3%
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	\$0.00	(\$512,883.45)	(\$610,969.00)	(\$98,085.55)	83.9%
<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	\$35,537.00	\$44,500.00	\$8,963.00	79.9%
Other Objects (-)	\$0.00	\$2,263,706.81	\$2,473,000.00	\$209,293.19	91.5%
Sub-total : PAYMENTS TO OTHER LEAs	\$0.00	(\$2,299,243.81)	(\$2,517,500.00)	(\$218,256.19)	91.3%
<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 (-)	\$0.00	\$2,000.00	\$2,500.00	\$500.00	80.0%
Sub-total : DEBT SERVICE - OTHER	\$0.00	(\$2,000.00)	(\$2,500.00)	(\$500.00)	80.0%
<b>Total : EXPENDITURES</b>	(\$4,462.20)	(\$23,250,126.11)	(\$32,471,248.00)	(\$9,221,121.89)	71.6%
<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>	\$0.00	\$0.00	\$0.00	\$0.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 04/30/2022 through 04/30/2022

Fiscal Year: 2021-2022

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	<u>04/30/2022 - 04/30/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
NET INCREASE (DECREASE)	\$384,824.01	\$6,108,204.89	(\$2,917,627.00)	(\$9,025,831.89)	209.4%

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End of Report

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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	\$907,086.05	\$5,328,636.76	\$2,328,113.44	\$113,150.80
200 - EMPLOYEE BENEFITS	\$1,188,398.00	\$97,074.23	\$739,277.57	\$350,542.07	\$98,578.36
300 - PURCHASED SERVICES	\$241,500.00	\$24,521.48	\$207,594.50	\$34,569.38	(\$663.88)
400 - SUPPLIES & MATERIALS	\$650,345.00	\$13,875.94	\$330,612.67	\$151,839.95	\$167,892.38
500 - CAPITAL OUTLAY	\$192,500.00	\$7,633.00	\$85,203.24	\$38,950.24	\$68,346.52
600 - OTHER OBJECTS	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
700 - NON-CAPITAL EQUIPMENT	\$97,000.00	\$629.77	\$47,199.12	\$130,625.97	(\$80,825.09)
800 - TERMINATION/VACATION PAYMENTS	\$405,933.00	\$26,909.30	\$245,997.27	\$30,748.53	\$129,187.20
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$218,560.00	\$25,182.57	\$151,095.42	\$67,153.53	\$311.05
200 - EMPLOYEE BENEFITS	\$66,354.00	\$4,628.11	\$36,388.82	\$17,979.40	\$11,985.78
400 - SUPPLIES & MATERIALS	\$3,800.00	\$530.69	\$2,301.09	\$19.30	\$1,479.61
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$796.42	\$203.58
1200 - SPECIAL ED PROGRAMS K-12					
100 - SALARIES	\$1,276,974.00	\$134,712.45	\$805,777.15	\$339,396.57	\$131,800.28
200 - EMPLOYEE BENEFITS	\$295,770.00	\$20,337.31	\$152,897.81	\$70,578.79	\$72,293.40
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$1,529.99	\$0.00	(\$1,029.99)
400 - SUPPLIES & MATERIALS	\$4,200.00	\$465.04	\$2,868.87	\$0.00	\$1,331.13
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	\$0.00	\$4,639.07	\$0.00	(\$1,639.07)
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$569,777.00	\$64,540.89	\$393,258.24	\$175,316.18	\$1,202.58
200 - EMPLOYEE BENEFITS	\$81,656.00	\$6,961.32	\$53,196.03	\$26,617.12	\$1,842.85
300 - PURCHASED SERVICES	\$45,303.00	\$0.00	\$45,276.56	\$0.00	\$26.44
400 - SUPPLIES & MATERIALS	\$13,900.00	(\$45.89)	\$7,584.34	\$101.52	\$6,214.14
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$90,000.00	\$16,175.46	\$58,026.33	\$358.30	\$31,615.37
200 - EMPLOYEE BENEFITS	\$1,240.00	\$202.17	\$612.61	\$4.47	\$622.92
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:4/1/2022 To Date:4/30/2022

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	\$111.98	\$1,679.97	\$0.00	\$2,820.03
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$314,460.00	\$37,338.93	\$224,033.58	\$99,570.42	(\$9,144.00)
200 - EMPLOYEE BENEFITS	\$64,606.00	\$3,689.96	\$27,017.10	\$13,988.16	\$23,600.74
400 - SUPPLIES & MATERIALS	\$3,500.00	\$0.00	\$2,725.50	\$80.00	\$694.50
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$670,884.00	\$77,558.59	\$463,357.48	\$202,728.60	\$4,797.92
200 - EMPLOYEE BENEFITS	\$87,803.00	\$7,505.49	\$56,762.79	\$27,604.42	\$3,435.79
300 - PURCHASED SERVICES	\$1,950.00	\$0.00	\$1,800.00	\$0.00	\$150.00
400 - SUPPLIES & MATERIALS	\$18,600.00	\$0.00	\$3,017.35	\$0.00	\$15,582.65
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$392,546.00	\$36,211.74	\$262,680.69	\$112,660.72	\$17,204.59
200 - EMPLOYEE BENEFITS	\$25,044.00	\$1,495.21	\$15,743.56	\$7,555.32	\$1,745.12
400 - SUPPLIES & MATERIALS	\$1,400.00	\$0.00	\$105.46	\$0.00	\$1,294.54
2130 - HEALTH SERVICES					
100 - SALARIES	\$191,053.00	\$18,246.63	\$116,877.41	\$36,813.08	\$37,362.51
200 - EMPLOYEE BENEFITS	\$45,132.00	\$3,382.65	\$24,477.39	\$9,775.16	\$10,879.45
300 - PURCHASED SERVICES	\$1,500.00	\$3,248.00	\$29,110.91	\$0.00	(\$27,610.91)
400 - SUPPLIES & MATERIALS	\$20,940.00	\$863.60	\$15,172.20	\$380.72	\$5,387.08
500 - CAPITAL OUTLAY	\$2,250.00	\$0.00	\$0.00	\$495.87	\$1,754.13
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	\$20,101.98	\$120,611.88	\$53,605.12	(\$17,717.00)
200 - EMPLOYEE BENEFITS	\$34,871.00	\$2,834.09	\$22,052.50	\$10,922.95	\$1,895.55
300 - PURCHASED SERVICES	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
400 - SUPPLIES & MATERIALS	\$800.00	\$10.98	\$10.98	\$0.00	\$789.02
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
100 - SALARIES	\$281,336.00	\$30,558.96	\$183,353.76	\$81,490.44	\$16,491.80
200 - EMPLOYEE BENEFITS	\$32,858.00	\$3,028.38	\$23,284.12	\$11,420.42	(\$1,846.54)
300 - PURCHASED SERVICES	\$0.00	\$0.00	\$146.74	\$0.00	(\$146.74)

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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	\$13,894.43	\$74,410.70	\$12,249.21	\$39,319.09
200 - EMPLOYEE BENEFITS	\$987.00	\$66.89	\$326.29	\$36.69	\$624.02
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$432,388.00	\$41,602.05	\$314,768.46	\$52,132.87	\$65,486.67
200 - EMPLOYEE BENEFITS	\$45,017.00	\$3,327.00	\$33,700.72	\$6,112.45	\$5,203.83
300 - PURCHASED SERVICES	\$63,793.00	\$1,907.00	\$28,707.76	\$0.00	\$35,085.24
400 - SUPPLIES & MATERIALS	\$3,500.00	\$56.84	\$1,464.31	\$0.00	\$2,035.69
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$1,759.58	\$0.00	\$40.42
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$263,415.00	\$30,394.08	\$182,364.48	\$81,050.52	\$0.00
200 - EMPLOYEE BENEFITS	\$26,965.00	\$2,296.44	\$17,429.40	\$8,557.68	\$977.92
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$9,800.00	\$1,535.31	\$7,989.27	\$2,292.48	(\$481.75)
2230 - ASSESSMENT & TESTING					
300 - PURCHASED SERVICES	\$14,525.00	\$0.00	\$14,525.00	\$15,687.00	(\$15,687.00)
400 - SUPPLIES & MATERIALS	\$0.00	\$350.54	\$350.54	\$0.00	(\$350.54)
2310 - BOARD OF EDUCATION					
200 - EMPLOYEE BENEFITS	\$70,000.00	\$4,785.90	\$69,015.08	\$0.00	\$984.92
300 - PURCHASED SERVICES	\$218,900.00	\$32,204.75	\$150,759.64	\$0.00	\$68,140.36
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	\$31,144.32	\$228,391.68	\$41,525.74	\$0.58
200 - EMPLOYEE BENEFITS	\$31,936.00	\$2,755.66	\$25,544.28	\$5,008.24	\$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	\$111.00	\$3,072.88	\$0.00	(\$572.88)
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$129.00	\$0.00	\$371.00
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
100 - SALARIES	\$141,962.00	\$16,379.97	\$120,119.78	\$21,840.03	\$2.19
200 - EMPLOYEE BENEFITS	\$37,266.00	\$3,165.51	\$30,707.70	\$6,095.49	\$462.81

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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>2410 - PRINCIPAL</b>					
100 - SALARIES	\$689,545.00	\$80,653.77	\$587,647.76	\$107,517.81	(\$5,620.57)
200 - EMPLOYEE BENEFITS	\$164,753.00	\$14,469.23	\$138,944.35	\$28,502.93	(\$2,694.28)
300 - PURCHASED SERVICES	\$5,100.00	\$87.26	\$2,406.26	\$0.00	\$2,693.74
400 - SUPPLIES & MATERIALS	\$4,200.00	\$378.87	\$929.52	\$0.00	\$3,270.48
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	\$21,111.60	\$154,818.40	\$28,148.62	\$0.98
200 - EMPLOYEE BENEFITS	\$28,511.00	\$2,455.15	\$23,187.66	\$4,569.30	\$754.04
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	\$22,865.09	\$180,978.23	\$33,553.54	\$5,498.23
200 - EMPLOYEE BENEFITS	\$49,622.00	\$3,255.95	\$32,371.66	\$6,452.93	\$10,797.41
300 - PURCHASED SERVICES	\$105,500.00	\$533.90	\$4,659.25	\$0.00	\$100,840.75
400 - SUPPLIES & MATERIALS	\$5,000.00	\$602.20	\$5,461.44	\$0.00	(\$461.44)
500 - CAPITAL OUTLAY	\$0.00	\$0.00	\$749.99	\$0.00	(\$749.99)
600 - OTHER OBJECTS	\$20,000.00	\$4,462.20	\$18,027.40	\$0.00	\$1,972.60
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	\$27,216.73	\$174,530.27	\$53,639.41	\$7,224.32
200 - EMPLOYEE BENEFITS	\$58,080.00	\$4,815.87	\$39,388.40	\$18,185.08	\$506.52
300 - PURCHASED SERVICES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
400 - SUPPLIES & MATERIALS	\$272,500.00	\$16,031.25	\$128,579.79	\$0.00	\$143,920.21
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	\$5,000.00	\$26,219.47	\$0.00	\$4,380.53
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$496.90	\$575.78	\$427.32
<b>2630 - INFORMATION SERVICES</b>					
100 - SALARIES	\$94,241.00	\$8,119.22	\$70,644.43	\$11,598.86	\$11,997.71
200 - EMPLOYEE BENEFITS	\$8,478.00	\$1,417.71	\$7,222.97	\$2,822.12	(\$1,567.09)

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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
300 - PURCHASED SERVICES	\$37,000.00	\$0.00	\$18,554.98	\$0.00	\$18,445.02
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	\$56,087.16	\$388,107.61	\$73,072.17	(\$3,860.78)
200 - EMPLOYEE BENEFITS	\$85,386.00	\$9,645.94	\$72,316.33	\$16,360.19	(\$3,290.52)
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
3000 - COMMUNITY SERVICES					
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
4120 - PAYMENTS FOR SPECIAL ED PROGRAMS					
300 - PURCHASED SERVICES	\$44,500.00	\$14,450.00	\$35,537.00	\$0.00	\$8,963.00
600 - OTHER OBJECTS	\$2,473,000.00	\$1,106,682.43	\$2,263,706.81	\$0.00	\$209,293.19
<b>10 - EDUCATIONAL Total:</b>	<b>\$22,737,974.00</b>	<b>\$3,183,926.28</b>	<b>\$16,047,993.49</b>	<b>\$5,070,444.72</b>	<b>\$1,619,535.79</b>

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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
20 - OPERATIONS & MAINTENANCE					
0 - EXPENDITURES					
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
100 - SALARIES	\$509,517.00	\$51,744.91	\$415,958.11	\$71,866.08	\$21,692.81
200 - EMPLOYEE BENEFITS	\$72,183.00	\$6,045.30	\$60,240.69	\$12,007.72	(\$65.41)
300 - PURCHASED SERVICES	\$957,675.00	\$82,837.40	\$802,254.04	\$13,952.00	\$141,468.96
400 - SUPPLIES & MATERIALS	\$498,650.00	\$37,324.50	\$371,898.52	\$19,511.13	\$107,240.35
500 - CAPITAL OUTLAY	\$254,000.00	\$21,140.23	\$82,811.46	\$0.00	\$171,188.54
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	\$199,092.34	\$1,736,889.82	\$117,336.93	\$457,548.25

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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

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
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        5200 - INTEREST ON BONDS OUTSTANDING

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

600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$2,000.00	\$0.00	\$500.00
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30 - DEBT SERVICE Total:	\$1,821,048.00	\$0.00	\$1,490,822.77	\$0.00	\$330,225.23
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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	\$93,063.03	\$898,451.58	\$0.00	\$386,548.42
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40 - TRANSPORTATION Total:	\$1,285,000.00	\$93,063.03	\$898,451.58	\$0.00	\$386,548.42
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# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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
51 - IMRF					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$2,442.00	\$618.06	\$2,954.10	\$440.18	(\$952.28)
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$5,499.00	\$566.25	\$3,777.48	\$2,639.67	(\$918.15)
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$45,056.00	\$3,410.24	\$22,446.06	\$7,279.67	\$15,330.27
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,110.00	\$87.61	\$967.58	\$0.00	\$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	\$26.48	\$251.29	\$6.62	(\$257.91)
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$21,207.00	\$1,819.19	\$12,917.83	\$3,952.07	\$4,337.10
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$2,442.00	\$48.15	\$252.94	\$26.74	\$2,162.32
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$6,572.00	\$681.03	\$5,654.23	\$908.05	\$9.72
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$1,975.00	\$204.57	\$1,698.56	\$272.76	\$3.68
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$16,893.00	\$1,859.44	\$14,974.77	\$2,471.62	(\$553.39)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$24,424.00	\$2,279.65	\$20,484.10	\$2,862.12	\$1,077.78
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$56,557.00	\$5,153.24	\$46,871.24	\$6,592.17	\$3,093.59
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$25,276.00	\$2,659.53	\$18,879.17	\$5,604.79	\$792.04
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$10,461.00	\$809.48	\$8,094.07	\$1,156.40	\$1,210.53
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$38,260.00	\$3,758.91	\$31,371.72	\$4,850.85	\$2,037.43
<b>51 - IMRF Total:</b>	<b>\$258,174.00</b>	<b>\$23,981.83</b>	<b>\$191,946.98</b>	<b>\$39,063.71</b>	<b>\$27,163.31</b>

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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
52 - SOCIAL SECURITY AND MEDICARE					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$119,761.00	\$13,883.64	\$79,811.55	\$32,752.14	\$7,197.31
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,242.00	\$553.91	\$3,088.89	\$1,808.45	\$1,344.66
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$43,684.00	\$3,748.07	\$21,897.75	\$7,937.94	\$13,848.31
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$8,262.00	\$903.25	\$5,433.84	\$2,405.84	\$422.32
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,925.00	\$285.59	\$1,540.83	\$5.19	\$378.98
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	\$522.95	\$3,100.78	\$1,369.54	\$90.68
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,707.00	\$1,095.24	\$6,509.26	\$2,763.56	\$434.18
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$5,693.00	\$518.77	\$3,735.13	\$1,626.68	\$331.19
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$14,620.00	\$1,289.31	\$8,070.94	\$2,448.78	\$4,100.28
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,270.00	\$276.76	\$1,631.77	\$717.05	(\$78.82)
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$4,081.00	\$421.59	\$2,487.94	\$1,095.88	\$497.18
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$7,062.00	\$726.86	\$4,051.67	\$303.34	\$2,706.99
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$9,943.00	\$1,018.76	\$7,582.48	\$1,307.33	\$1,053.19
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,822.00	\$430.39	\$2,560.45	\$1,132.14	\$129.41
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$3,914.00	\$455.73	\$3,353.06	\$610.40	(\$49.46)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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
200 - EMPLOYEE BENEFITS	\$3,162.00	\$354.16	\$2,573.76	\$465.16	\$123.08
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$20,200.00	\$2,167.00	\$15,989.97	\$2,766.45	\$1,443.58
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,654.00	\$303.04	\$2,228.00	\$402.00	\$24.00
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$16,833.00	\$1,631.47	\$12,675.27	\$1,953.55	\$2,204.18
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$38,982.00	\$3,824.87	\$30,496.27	\$4,799.73	\$3,686.00
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$18,011.00	\$1,935.44	\$12,148.01	\$3,397.74	\$2,465.25
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$7,210.00	\$620.20	\$5,403.45	\$885.48	\$921.07
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$28,004.00	\$2,917.12	\$21,087.79	\$3,691.19	\$3,225.02
52 - SOCIAL SECURITY AND MEDICARE Total:	\$381,210.00	\$39,884.12	\$258,243.96	\$76,645.56	\$46,320.48

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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

300 - PURCHASED SERVICES	\$123,076.00	\$15,539.05	\$124,124.25	\$0.00	(\$1,048.25)
500 - CAPITAL OUTLAY	\$1,165,358.00	\$24,157.07	\$482,504.09	\$450,585.42	\$232,268.49
<b>60 - CAPITAL PROJECTS Total:</b>	<b>\$1,288,434.00</b>	<b>\$39,696.12</b>	<b>\$606,628.34</b>	<b>\$450,585.42</b>	<b>\$231,220.24</b>

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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
2366 - JUDGMENTS/SETTLEMENTS					
600 - OTHER OBJECTS	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
2371 - PROPERTY INSURANCE					
300 - PURCHASED SERVICES	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00
80 - TORT IMMUNITY Total:	\$199,000.00	\$0.00	\$0.00	\$0.00	\$199,000.00

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

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	\$0.00	\$77,788.28	\$0.00	(\$26,178.28)
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        2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY	\$2,137,023.00	\$0.00	\$1,941,360.89	\$0.00	\$195,662.11
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90 - FIRE PREVENTION & SAFETY Total:	\$2,188,633.00	\$0.00	\$2,019,149.17	\$0.00	\$169,483.83
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:4/1/2022 To Date:4/30/2022

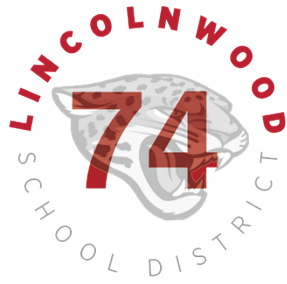
Account Mask: ??????????????????

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	\$3,579,643.72	\$23,250,126.11	\$5,754,076.34	\$3,467,045.55

End of Report



## Executive Summary Finance Committee Meeting

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DATE: June 9, 2022

TOPIC: Draft of Fiscal Year 2023 Tentative Budget

PREPARED BY: Courtney Whited

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

Annually, the Board of Education must approve the School District Budget. The Tentative FY23 Budget will be presented at the August 4, 2022 Board of Education meeting followed by a September 1<sup>st</sup> formal adoption at the Public Hearing held during the Board of Education meeting.

### **Fiscal Impact:**

Please refer to the attachment

### **Recommendation:**

This presentation is for informational purposes. The Administration requests direction from the Finance Committee on potential adjustments to the FY23 Tentative Budget Draft that can be made in preparation for the in-depth second review scheduled on the July Finance Committee agenda.

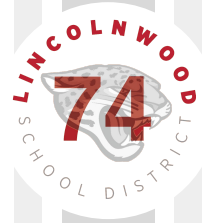


# 2022-23 Tentative Budget Draft

Finance Committee Meeting

June 9, 2022

# Fiscal Year 2023 Budget Timeline



Date	Activity	Location
MAY 19	Review assumptions to consider for Preliminary Budgeting	Finance Mtg
<b>JUN 09</b>	<b>Present Tentative Budget for review and discussion</b>	<b>Finance Mtg</b>
JUL 21	Present Tentative Budget w/ Updates, Request 30-day notice in news	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

# FY22 Fund Balance on May 27, 2022

Fund	Description	Beginning Bal.	Revenue	Expense	Transfers	Fund Bal. 5/27/22
10	EDUCATIONAL	\$10,612,789.57	\$23,457,901.30	-\$17,742,101.16	\$0.00	\$16,328,589.71
20	OP & MAINT	\$3,073,579.94	\$2,326,454.68	-\$1,888,890.96	\$0.00	\$3,511,143.66
30	DEBT SERVICE	\$920,382.10	\$1,700,755.54	-\$1,490,822.77	\$0.00	\$1,130,314.87
40	TRANSPORTATION	\$1,201,985.01	\$1,539,827.88	-\$1,136,665.32	\$0.00	\$1,605,147.57
51	IMRF	\$377,752.43	\$298,256.43	-\$208,557.99	\$0.00	\$467,450.87
52	SOC SEC/MEDICARE	-\$132,773.50	\$606,632.13	-\$285,403.47	\$0.00	\$188,455.16
60	CAPITAL PROJECTS	\$757,792.10	\$72,863.91	-\$606,628.34	\$6,000,000.00	\$6,224,027.67
70	WORKING CASH	\$6,463,874.68	\$107,160.63	\$0.00	-\$6,000,000.00	\$571,035.31
80	TORT IMMUNITY	\$17,743.76	\$318,107.97	\$0.00	\$0.00	\$335,851.73
90	HLS/FP	\$4,018,659.43	\$599,768.66	-\$2,019,149.17	\$0.00	\$2,599,278.92
		<b>\$27,311,785.52</b>	<b>\$31,027,729.13</b>	<b>-\$25,378,219.18</b>	<b>\$0.00</b>	<b>\$32,961,295.47</b>

# Projected FY22 Fund Balance on June 30, 2022

Exact

Estimates

Fund	Description	Fund Bal. 5/27/22	June Rev.	June Exp.	June Transfer	Est. FB 6/30/22
10	EDUCATIONAL	\$16,328,589.71	\$275,000	-\$3,725,000	-\$65,000.00	<b>\$12,813,590</b>
20	OP & MAINT	\$3,511,143.66	\$77,000	-\$140,000	\$0.00	<b>\$3,448,144</b>
30	DEBT SERVICE	\$1,130,314.87	\$0	-\$329,725	\$0.00	<b>\$800,590</b>
40	TRANSPORTATION	\$1,605,147.57	\$50,000	-\$205,000	\$0.00	<b>\$1,450,148</b>
51	IMRF	\$467,450.87	\$0	-\$40,000	\$0.00	<b>\$427,451</b>
52	SOC SEC/MEDICARE	\$188,455.16	\$15,000	-\$58,000	\$0.00	<b>\$145,455</b>
60	CAPITAL PROJECTS	\$6,224,027.67	\$5,000	-\$250,000	\$0.00	<b>\$5,979,028</b>
70	WORKING CASH	\$571,035.31	\$1,000		\$0.00	<b>\$572,035</b>
80	TORT IMMUNITY	\$335,851.73	\$20,000	-\$168,000	\$65,000.00	<b>\$252,852</b>
90	HLS/FP	\$2,599,278.92	\$30,000	\$0	\$0.00	<b>\$2,629,279</b>
	<b>Total</b>	<b>\$32,961,295.47</b>	<b>\$473,000</b>	<b>-\$4,915,725</b>	<b>\$0</b>	<b>\$28,518,570</b>

# Open Enrollment Changes for July 1, 2022

FY22 Plan Is	FY23 Becomes	Increase of	*Total
None	Dental EE Only	\$350	\$16,200
None	HMO EE Only	\$6,000	
None	Dental EE Only	\$350	
None	HMO EE Only	\$6,000	
HMO EE Only	PPO EE Only	\$3,500	
FY22 Plan is	FY23 Becomes	Decrease of	*Total
HMO EE & Child	HMO EE Only	-\$5,448	-\$14,787
Dental Family	Dental EE Only	-\$680	
PPO Family	PPO EE & One	-\$5,569	
Dental Family	None	-\$1,030	
Dental Family	None	-\$1,030	
Dental Family	None	-\$1,030	

**\$1,413 Increase  
for FY23 Overall**

\*Before new hires or others make changes due to qualifying life events

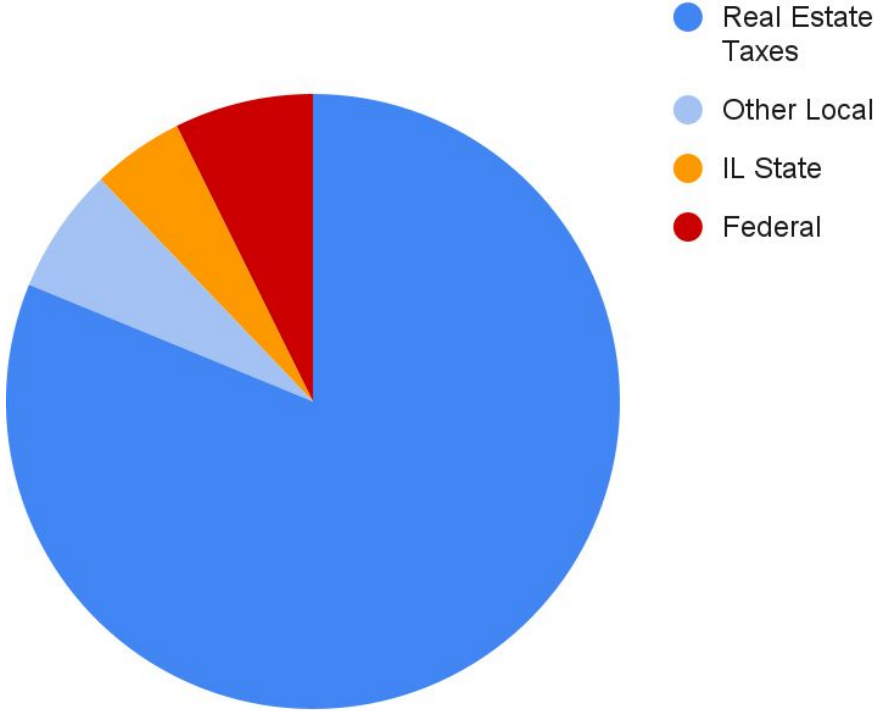
# Projected FY23 Revenues by Fund

Fund	Description	FY23 Projected Revenues
10	EDUCATIONAL	\$22,831,919
20	OPERATIONS & MAINT.	\$2,646,900
30	DEBT SERVICE	\$1,804,240
40	TRANSPORTATION	\$1,602,730
51	IMRF	\$412,080
52	SS AND MEDICARE	\$561,920
60	CAPITAL PROJECTS	\$1,132,984
70	WORKING CASH	\$7,790
80	TORT IMMUNITY	\$382,040
90	HEALTH LIFE SAFETY	\$473,740
	<b>Total</b>	<b>\$31,856,343</b>

} Fund 50

# Projected FY23 Revenues by Category

REVENUES	FY23 Tentative Budget
Real Estate Taxes (81.2%)	\$25,868,050
Other Local (6.6%)	\$2,115,680
IL State (4.8%)	\$1,539,000
Federal (7.3%)	\$2,333,613
<b>TOTAL</b>	<b>\$31,856,343</b>



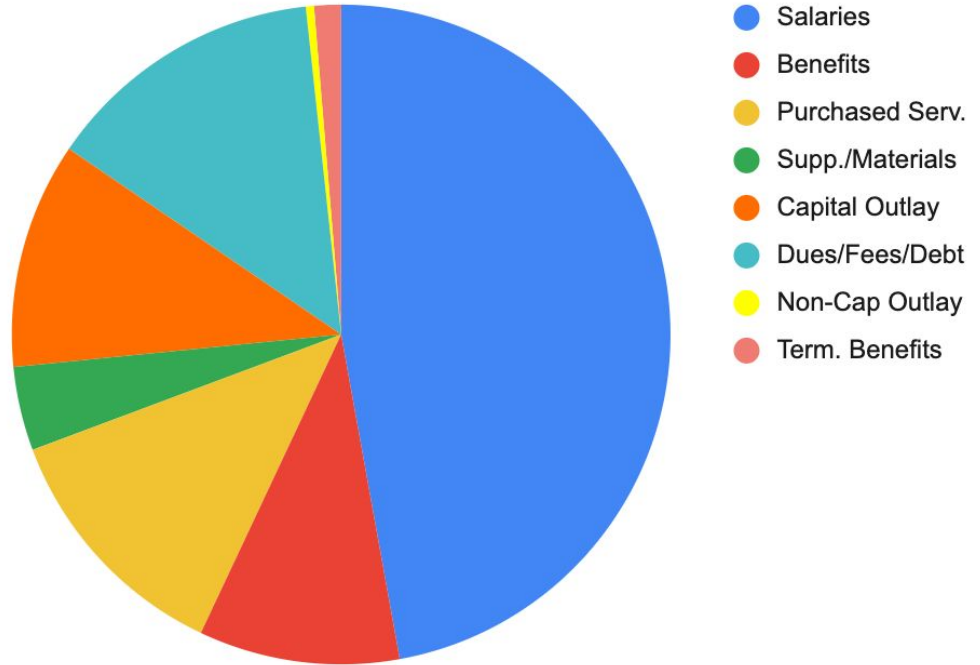
# Projected FY23 Expenditures by Fund

Fund	Description	FY23 Projected Expenditures
10	EDUCATIONAL	\$23,141,310
20	OPERATIONS & MAINT.	\$2,230,383
30	DEBT SERVICE	\$1,807,600
40	TRANSPORTATION	\$1,440,000
51	IMRF	\$215,895
52	SS AND MEDICARE	\$391,627
60	CAPITAL PROJECTS	\$3,655,861
70	WORKING CASH	
80	TORT IMMUNITY	\$186,000
90	HEALTH LIFE SAFETY	\$447,572
	<b>Total</b>	<b>\$33,516,248</b>

} Fund 50

# Projected FY23 Expenditures by Object

EXPENDITURES BY OBJECT	FY23 Tentative Budget
Salaries (47.1%)	\$15,803,354
Benefits (9.9%)	\$3,302,246
Purchased Serv. (12.3%)	\$4,126,099
Supp./Materials (4.1%)	\$1,377,654
Capital Outlay (11.1%)	\$3,715,995
Dues/Fees/Debt (13.8%)	\$4,614,850
Non-Cap Outlay (0.4%)	\$134,050
Term. Benefits (1.3%)	\$442,000
<b>TOTAL</b>	<b>\$33,516,248</b>



# Projected FY23 Fund Balance

FUNDS	FY22 Est. Fund Balance June 30, 2022	FY23 Tentative Revenues	FY23 Tentative Expenditures	Transfers	FY23 Projected Fund Balance June 30, 2023
<b>Educational</b>	\$12,813,590	<b>\$22,831,919</b>	-\$23,141,310		\$12,504,199
<b>Op. &amp; Maint.</b>	\$3,448,144	<b>\$2,646,900</b>	-\$2,230,383		\$3,864,661
<b>Debt Service</b>	\$800,590	<b>\$1,804,240</b>	-\$1,807,600		\$797,230
<b>Transportation</b>	\$1,450,148	<b>\$1,602,730</b>	-\$1,440,000		\$1,612,878
<b>IMRF</b>	\$427,451	<b>\$412,080</b>	-\$215,895		\$623,636
<b>Soc Sec/Medicare</b>	\$145,455	<b>\$561,920</b>	-\$391,627		\$315,748
<b>Capital Projects</b>	\$5,979,028	<b>\$1,132,984</b>	-\$3,655,861		\$3,456,151
<b>Working Cash</b>	\$572,035	<b>\$7,790</b>			\$579,825
<b>Tort Immunity</b>	\$252,852	<b>\$382,040</b>	-\$186,000		\$448,892
<b>Health Life Safety</b>	\$2,629,279	<b>\$473,740</b>	-\$447,572		\$2,655,447
<b>TOTAL</b>	<b>\$28,518,570</b>	<b>\$31,856,343</b>	<b>-\$33,516,248</b>	<b>\$0</b>	<b>\$26,858,665</b>

# FY23 Revenue vs. Expenditures

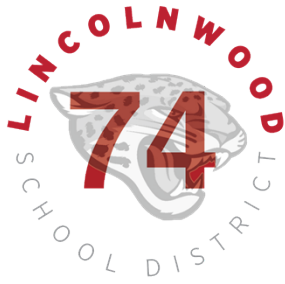
FUNDS	FY22 Est. Fund Balance June 30, 2022	FY23 Tentative Revenues	FY23 Tentative Expenditures	Transfers	FY23 Projected Fund Balance June 30, 2023
TOTAL	\$28,518,570	\$31,856,343	-\$33,516,248	\$0	\$26,858,665

**\$1,659,905** Amount by which Expenditures exceed Revenues

**\$1,827,783** Expenditures related to Grant Revenue

**\$1,807,600** Expenditures due to Bonds' Principal & Interest payments

**\$4,103,433** Expenditures due to Capital and HLS Construction/Maintenance Projects



## Executive Summary Finance Committee Meeting

DATE: June 9, 2022

TOPIC: Illinois Public Risk Fund (IPRF) Workers' Compensation Plan 2022-23

PREPARED BY: Courtney Whited

### Recommended for:

- Action
- Discussion
- Information

### Purpose/Background:

The Board approves all contracts and expenditures over \$10,000.

Legal Counsel provided these comments relative to the IPRF pooling agreement:

*The nature of a pooling agreement is such that the terms are essentially non-negotiable.*

*There is no need to have eyes on the pooling agreement terms again unless IPRF sends the District a new agreement to sign. In that case, the District would want to be aware of any changes to the substantive terms.* The District has not received a new agreement to sign.

### Fiscal Impact:

**\$62,117** up front then IPRF will reimburse SD74 for **\$3,363** of qualifying safety grant purchases.

This is a 30% reduction from the prior year's IPRF invoice.

The District paid \$88,790 in 2021-22

The District paid \$84,398 in 2020-21

### Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the Illinois Public Risk Fund (IPRF) Workers' Compensation Plan renewal for 2022-23 in the amount of \$62,117.

**Robertson, Ryan and Associates**

815 Commerce Drive  
Oak Brook, IL 60523  
(847) 529-2214

Lincolnwood School District #74  
Preferred School Group  
6950 N. East Prairie Road  
Lincolnwood, IL 60712

**Invoice**

<b>Client</b>	Lincolnwood School District #74 Preferred School Group
<b>Date</b>	7/1/2022
<b>Client Service</b>	Tom Cummings / Errol Heron
<b>Payment Information</b>	
<b>Invoice Summary</b>	<b>\$62,117.00</b>
<b>Payment Amount</b>	
<b>Payment for: Workers Compensation 2022/23 Renewal</b>	

Thank You

Please detach and return with payment

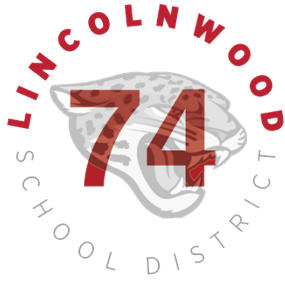
Invoice	Effective	Transaction	Description	Amount
	7/1/2022	Workers Compensation Policy	Policy #: P1478-2022 Policy Type: Workers Compensation Effective: 7/1/2022 – 7/1/2023 Company: Illinois Public Risk Fund	\$62,117.00

<b>Please make check payable and remit to Illinois Public Risk Fund.</b>	<b>Total</b>
	<b>\$62,117.00</b>

	<b>Thank you</b>
--	------------------

**Robertson Ryan & Associates/Preferred School Group**  
**(847) 529-2214**

**Date**  
5/3/2022



## Executive Summary Finance Committee Meeting

DATE: June 9, 2022

TOPIC: 2022-23 Collective Liability Insurance Cooperative (CLIC)

Property/Casualty and Fiduciary Insurance Renewal

PREPARED BY: Courtney Whited

### **Recommended for:**

X Action

X Discussion

X Information

### **Purpose**

The Board of Education approves all expenditures in excess of \$10,000.

### **Background:**

The Administration received CLIC's 2022-23 Property/Casualty and Fiduciary Liability Insurance renewal costs. The CLIC invoice total for Property/Casualty will likely be greater than the prior year's \$95,427.

The CLIC invoice for Fiduciary Liability is \$2,150 which is the same as the prior year's \$2,150.

Legal counsel found no issues with the CLIC documents and noted that CLIC and Gallagher provide "top notch" services to a number of the legal firm's clients.

CLIC also sent a letter to the Administration to offer an extended reporting period on the current cyber insurance plan. In order to acquire any of the three extensions offered, a written reply is required before June 20, 2022. Legal counsel advised:

*The expiring policy is on a "claims made" basis, meaning that SD74 has coverage for any claims that are made during the term. SD74 could report a claim on June 30, 2022, and continue to have coverage for that claim even though the policy expires on July 1. The expiring coverage apparently also allows SD74 to report up to 60 days after the expiration date, and then CLIC is also offering SD74 the option of extending that reporting period out to 12/24/36 months. However, the new coverage includes "unknown prior acts."*

*Thus, the only risk here is if SD74 has failed to report a known breach. Given that the cost of the extension is between 100% to 200% of the annual policy premium, SD74 is basically being asked to buy a year's worth of insurance (or two).*

*I would not recommend buying the extended reporting periods, given the cost. If there is anything even remotely questionable relative to a breach, SD74 should report it to the insurer prior to June 30 just to preserve the possibility of coverage. IF, on July 1, SD74 becomes aware of a prior (June 30 or earlier) breach, it appears that SD74 will be able to report that to the new insurer as an "unknown prior act." If it is within 60 days after expiration, SD74 might also be able to report to the expiring insurer as well. In that case, you would likely report to both insurers and let them sort it out.*

**Fiscal Impact:**

\$90,206 + CYBER + \$2,150 = \$TBD

\$95,427 + \$2,150 = \$97,577 Total for 2021-22

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the 2022-23 Property/Casualty and Fiduciary Liability insurance with Collective Liability Insurance Cooperative (CLIC) in an amount of \$92,356 plus an amount yet to be determined for Cyber coverage.

# COLLECTIVE LIABILITY INSURANCE COOPERATIVE

## 2022-2023 PROPERTY/CASUALTY PROGRAM COST COMPARISON

**District: Lincolnwood School District #74**

Fixed Costs	2021-2022 Expiring	2022-2023 Proposed
Package (includes General Liability, Auto Liability, Garage Liability, Police Professional/Security Guards, Bullying and Crime)	\$1,900	\$1,961
Property (including Auto Physical Damage) <b>\$625,000,000 Limit</b>	\$16,238	\$18,580
Boiler & Machinery	\$1,510	\$1,550
School Board Legal Liability - <b>\$20,000 Deductible</b>	\$4,037	\$4,300
Excess Liability <b>\$36M xs \$1M Limit</b>	\$5,270	\$5,815
Student Accident – Mandatory	\$5,111	\$5,115
Student Accident – Catastrophic	\$1,262	\$1,263
Pollution Liability	\$1,049	\$1,138
Cyber Liability/Identity Theft - <b>\$2,000,000 Limit</b>	\$13,458	<b>TBD*</b>
Crisis Protect	\$1,735	\$1,735
Arthur J. Gallagher Risk Management Services Fee	\$3,662	\$5,331
Gallagher Bassett Services Claims Administration Fee	\$1,042	\$965
Gallagher Bassett Services Loss Control Fee	\$995	\$995
CLIC Program Management Operating Fee <sup>(1)</sup>	N/A	N/A
<b>Total Fixed Costs</b>	<b>\$58,755</b>	<b>\$48,748*</b>
% of Change		-17.03%

Variable Costs	2021-2022 Expiring	2022-2023 Proposed
Loss Fund – Package (includes actuarial debit/credit) <sup>(2)</sup>	\$32,371	\$37,904
Actuarial Debit/Credit – Package	20.0%	20.0%
Loss Fund – School Board Legal Liability (includes actuarial debit/credit) <sup>(2)</sup>	\$3,737	\$3,554
Actuarial Debit/Credit – School Board Legal Liability	-10.0%	-13.0%
<b>Total Program Contribution on a Maximum Cost Basis</b>	<b>\$94,863</b>	<b>\$90,206*</b>
% of Change		-4.91%

<b>Total Program Costs Due for July 1, 2022-2023</b>	<b>\$90,206*</b>
--	------------------

**\*Cyber Pricing is still being finalized and will be added to your invoice at the end of the month.**

Statistical Information	2021-2022 Expiring	2022-2023 Proposed	% Change
Total Insurable Values (Includes Vehicles)	\$83,274,107	74	8.84%
Students	1,262	74	0.08%
Vehicles	1	74	0.00%

<sup>(1)</sup> The CLIC Property/Casualty Program Management Operating Fee is allocated to each member by the CLIC treasurer. This fee is solely used to pay for those expenses such as the Treasurer Services, Legal Services, Publication of Safe Schools Newsletter, Appraisal Cost, Audit Expenses, D&O Insurance, Actuarial Expenses and Meeting Expenses that are needed to operate the pools operations. In the past, the cooperative has utilized loss fund interest earnings to pay for those expenses. Due to the lack of interest income to cover the cooperatives expenses, a slight fee must be allocated to each member. The CLIC Executive Committee concurred that beginning with the 2014/2015 renewal a Program Management Operating Fee will be instituted only on the Property/Casualty Program. The fee will be based upon the minimum fee of \$552 per district with a rate per student charge. The maximum amount a member district could pay is \$5,980. For Fiscal Year 2022-2023, the CLIC Executive Committee has elected to continue the suspension of this charge per the treasurer's recommendation due to sufficient interest earnings to cover these costs.

<sup>(2)</sup> Actuarial Debit/Credit is provided by independent audit firm Milliman, Inc. based on each district's loss experience for the past 5 years, not including the current year.

## Collective Liability Insurance Cooperative

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### Individual Member Property/Casualty Loss Ratio

As of December 31, 2021

Member: Lincolnwood School District #74

Policy Term	Total Paid & Reserved Losses within CLIC's Retention	CLIC Loss Fund Collected	Loss Ratio
2016/17	\$170,300	\$11,642	1462.8%
2017/18	\$0	\$13,971	0.0%
2018/19	\$0	\$16,633	0.0%
2019/20	\$12	\$19,876	0.1%
2020/21	\$0	\$25,177	0.0%
<b>Total</b>	<b>\$170,312</b>	<b>\$87,299</b>	<b>195.1%</b>

- Please note the above figures do not contain any trending or development factors that are known to increase open claims.
- Five years of loss data, valued as of 12/31/21, was utilized in the calculation of the 2022/2023 Debit/Credit Allocations.
- Individual Property losses have been capped at \$500,000
- Individual Liability losses have been capped at \$200,000

**COLLECTIVE LIABILITY INSURANCE COOPERATIVE**

**2022-2023 FIDUCIARY LIABILITY COST COMPARISON**

**District: Lincolnwood School District #74**

<b>LINE OF COVERAGE</b>	<b>COMPANY</b>	<b>2021-2022 EXPIRING PREMIUM</b>	<b>2022-2023 RENEWAL PREMIUM</b>	<b>% Change</b>
Fiduciary Liability	Federal Insurance Company (Chubb)	\$2,150 Each Member	\$2,150 Each Member	0.00%

<b>TOTAL FIDUCIARY LIABILITY PROGRAM COSTS DUE for July 1, 2022-2023</b>	<b>\$2,150</b>
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## Collective Liability Insurance Cooperative

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### Individual Member School Board Legal Liability Loss Ratio

As of December 31, 2021

Member: LINCOLNWOOD SCHOOL DISTRICT #74

Policy Term	Total Paid & Reserved Losses within CLIC's Retention	CLIC Loss Fund Collected	Loss Ratio
2016/17	\$0	\$2,380	0%
2017/18	\$0	\$3,127	0%
2018/19	\$0	\$5,144	0%
2019/20	\$0	\$4,198	0%
2020/21	\$0	\$3,066	0%
<b>TOTAL</b>	<b>\$0</b>	<b>\$17,915</b>	<b>0%</b>

Please note the above figures do not contain any trending or development factors that are known to increase open claims.

Five years of loss data valued as of 12/31/21 was utilized to calculate the 2022/2023 Debit/Credit Allocations.



May 19, 2022

Courtney Whited  
Lincolnwood School District #74  
6950 E. Prairie  
Lincolnwood, IL 60712

**Re: INSURED: Lincolnwood School District #74  
Cyber Liability  
BCS Insurance Company, Policy #Redacted  
Policy Effective: 7/1/2021 to 7/1/2022**

**OFFER TO PURCHASE EXTENDED REPORTING PERIOD ("ERP")**

Dear Courtney:

The Cyber Liability insurance policy captioned above placed through Risk Program Administrators will expire effective July 01, 2022. As you heard at the CLIC Renewal meeting, the Cooperative is changing insuring partners on the above captioned Cyber Liability insurance policy. The ensuing letter outlines the claims-made coverage that Cyber Liability entails, and the option to purchase an extended reporting period on your expiring policy. The most important takeaway is any potential Cyber incidents be reported by July 1<sup>st</sup> 2022, so the proper insurer is notified prior to the coverage expiring. The renewal Cyber coverage CLIC has in place July 1<sup>st</sup> 2022, with the new Cyber insuring partner, includes coverage for unknown prior acts; therefore, reporting of any potential known breaches to the current insurer is a must.

The expiring policy provides coverage on a claims-made basis. Subject to the Retroactive and/or Pending & Prior dates, it provides coverage for claims made and reported to the carrier during the policy period or within 60 days after the expiration date. Accordingly, you should report any claims or incidents / occurrences that might give rise to a claim in the future in writing to the carrier prior to the expiration date.

Pursuant to the terms and conditions of the current coverage, there is 12 Month, 24 Month or 36 Month Extended Reporting Period option available. The deadline for purchasing the ERP is 30 days from expiration. If you desire to exercise this option, we must have notification in writing, prior to June 20, 2022. The premiums are as follows:

- 12 Months is 100% of the Annual Policy Premium
- 24 Months is 150% of the Annual Policy Premium
- 36 Months is 200% of the Annual Policy Premium

If we have not received notification from you by the date due, we will assume you do not wish to purchase the ERP and we will close our file on this matter.

Please feel free to call our office if you have any questions regarding this letter or your options under your Extended Reporting Period.

Sincerely,

Your Gallagher CLIC Team



## Executive Summary Finance Committee Meeting

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DATE: June 9, 2022

TOPIC: 2021-22 Niles Township School Treasurer Invoice

PREPARED BY: Courtney Whited

**Recommended for:**

- X Action
- X Discussion
- X Information

**Purpose**

The Board of Education approves all expenditures in excess of \$10,000.

**Background:**

The Niles Township School Treasurer's Office billed Lincolnwood School District 74 for services performed during the current 2021-22 fiscal year.

**Fiscal Impact:**

\$111,317.00

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to issue payment in the amount of \$111,317 for services rendered by the Niles Township School Treasurer's office during the 2021-22 fiscal year.





## Executive Summary Finance Committee Meeting

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DATE: June 9, 2022

TOPIC: 3-Year ClassLink Integration Project

PREPARED BY: Jordan Stephen

### Recommended for:

- Action
- Discussion
- Information

### Purpose/Background:

ClassLink is a new product being introduced to the Lincolnwood School District which will provide the District with automated workflows, automatically assigning students to District approved online curriculum, and supplemental products and materials. Through its integration with PowerSchool, ClassLink's software will synchronize student rosters with many of our curriculum products, and provide modifications when needed based upon student schedules. Students will be provided with a specialized launchpad of sites and applications, which will allow them to easily select and login to approved curriculum resources, spending less time looking up passwords, and increasing student and teacher instructional time.

The District's Legal Counsel has reviewed the contract and terms and conditions provided by ClassLink and asked the vendor to sign our standard vendor amendment. ClassLink has accepted and signed the amendment. The ClassLink information did not address Illinois/SOPPA in its state-specific privacy policies, although several others are mentioned there, the district will need to use a NDPA Exhibit E for SOPPA Compliance.

### Fiscal Impact:

**\$17,502.20** The District will pay \$17,502.20 for 3 years of services and support between July 1, 2022 and June 30, 2025. ClassLink will be used across all buildings at Lincolnwood School District #74.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the ClassLink Contract in the amount of \$17,502.20 for the 2022-2025 school years.

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

This Amendment is entered into as of June 1, 2022, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and ClassLink, Inc. (“ClassLink”) pursuant to the Quote dated April 18, 2022, and the ClassLink Service Agreement (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals, extensions, quotes, 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. ClassLink shall not materially modify or amend the Agreement (see <https://www.classlink.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 ClassLink prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. ClassLink 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. ClassLink hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and ClassLink waives any objection that this venue is not convenient. 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, ClassLink 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”). Regarding SOPPA, the School District has simultaneously executed a “Exhibit E – General Offer of Privacy Terms” pursuant to a separate IL-NDPA Student Data Privacy Agreement previously signed by ClassLink, which is hereto incorporated into the Agreement, unless and until it is replaced by a substantially similar document.

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

**CLASSLINK, INC.**

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

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

Jeffrey S. Janover

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

Its: VP of Security and Interoperability

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

Date: 5/18/2022

Company Address 45 East Madison Ave. Suite 7  
Clifton, NJ 07011

Created Date 4/18/2022  
Expiration Date 6/30/2022  
Quote Number 00012087

Prepared By Lyle Dadian  
Email ldadian@classlink.com

Contact Name Jordan Stephen  
Email jstephen@sd74.org

Bill To Name Lincolnwood SD 74 (IL, 60712)  
Bill To 6950 NORTH EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712  
United States

Ship To Name Lincolnwood SD 74 (IL, 60712)

Product	Product Description	Line Item Description	Sales Price	Quantity	Total Price
ClassLink 500-5,000	Annual Site License-per user (500-5,000 users)	Year 1: Annual per user subscriptions	\$3.75	1,340	\$5,025.00
ClassLink- Discount 3 Years Upfront Payment	Purchase order terms Net 30 for the full amount of the 3 year purchase	Year 1: Upfront payment discount	(\$0.39)	1,340	(\$522.60)
ClassLink Roster Server Hosting (1 - 10,000 users)	ANNUAL	Year 1: Annual hosting fee	\$500.00	1	\$500.00
ClassLink 500-5,000	Annual Site License-per user (500-5,000 users)	Year 2: Annual per user subscriptions	\$3.75	1,340	\$5,025.00
ClassLink- Discount 3 Years Upfront Payment	Purchase order terms Net 30 for the full amount of the 3 year purchase	Year 2: Upfront payment discount	(\$0.39)	1,340	(\$522.60)
ClassLink Roster Server Hosting (1 - 10,000 users)	ANNUAL	Year 2: Annual hosting fee	\$500.00	1	\$500.00
ClassLink 500-5,000	Annual Site License-per user (500-5,000 users)	Year 3: Annual per user subscriptions	\$3.75	1,340	\$5,025.00
ClassLink- Discount 3 Years Upfront Payment	Purchase order terms Net 30 for the full amount of the 3 year purchase	Year 3: Upfront payment discount	(\$0.39)	1,340	(\$522.60)
ClassLink Roster Server Hosting (1 - 10,000 users)	ANNUAL	Year 3: Annual hosting fee	\$500.00	1	\$500.00
ClassLink Set-up (501-5,000 users)-LaunchPad-Roster Server-OneSync	One time setup fee	One time setup fee	\$2,495.00	1	\$2,495.00
	<ul style="list-style-type: none"> <li>■ LaunchPad SSO access to instructional &amp; internal resources</li> <li>■ LaunchPad SSO to drives including Google/Dropbox/OneDrive</li> <li>■ LaunchPad SSO access to Active Directory mapped</li> </ul>				

Quote valid for 30 days.

Multi-Year upfront discounts require payment in full for all years included on quote. Payment due within 30 days of invoice date. Proposal supersedes all other proposals. Fax purchase order to 973-546-5981 or email [billing@classlink.com](mailto:billing@classlink.com)

ClassLink-LaunchPad Includes	<ul style="list-style-type: none"> <li>folders</li> <li>▪ Microsoft Office Online integration</li> <li>▪ Sign in with AD/LDAP/Azure/Google/SAML/QuickCard/Faces</li> <li>▪ Library of 6,000+ LaunchPad SSO &amp; unlimited custom LaunchPad</li> <li>▪ Active Directory web-based password reset</li> <li>▪ Custom iOS and Android apps</li> <li>▪ Parent Portal</li> <li>▪ ClassLink Analytics (web access, iOS and Android apps)</li> </ul>		\$0.00	1	\$0.00
ClassLink-Roster Server Includes	<ul style="list-style-type: none"> <li>▪ Automate delivery of class rosters to instructional resource providers using open data standards (annual hosting fees apply if hosted by ClassLink)</li> </ul>		\$0.00	1	\$0.00
ClassLink-MFA Includes:	<ul style="list-style-type: none"> <li>▪ image selection, challenge/response, pin</li> <li>▪ SMS text, mobile authentication app, hardware fob</li> <li>▪ ClassLink Verify app, Duo</li> </ul>		\$0.00	1	\$0.00
ClassLink-OneSync Includes:	<ul style="list-style-type: none"> <li>▪ Provisioning of users to AD, O365/Azure and Google</li> <li>▪ De-Provisioning of users</li> <li>▪ Correlation mode</li> <li>▪ Ease of use, automation, alerts, logs, thresholds</li> </ul>		\$0.00	1	\$0.00
ClassLink-Analytics Includes:	<ul style="list-style-type: none"> <li>▪ Real-time data from all your digital resources</li> <li>▪ Ability to view reports by building, application and individual</li> <li>▪ Ability to identify underutilized apps to inform decisions</li> <li>▪ Ability to discover trends between patterns of usage and learning outcomes</li> <li>▪ Ability to see ROI on all rostered apps</li> <li>▪ Ability to set district goal usage</li> </ul>		\$0.00	1	\$0.00
ClassLink Implementation Includes PD Services			\$0.00	1	\$0.00

Total Price \$17,502.20

Grand Total \$17,502.20

Quote valid for 30 days.

Multi-Year upfront discounts require payment in full for all years included on quote. Payment due within 30 days of invoice date. Proposal supersedes all other proposals. Fax purchase order to 973-546-5981 or email [billing@classlink.com](mailto:billing@classlink.com)

# ClassLink Service Agreement

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Customer:

Lincolnwood SD 74

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Name of Organization

Lincolnwood, IL 60712

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City, State Zip

# ClassLink Software License Agreement

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## 1. Software License Agreement Overview

- 1.1 This Software License Agreement is entered into by and between ClassLink, Inc. ("ClassLink") and Customer and describes the terms and conditions pursuant to which ClassLink shall grant to Customer a non-transferable and non-exclusive license to use certain ClassLink Software.

## 2. Definitions

- 2.1 "Agreement" means this Software License Agreement including any and all attached Schedules.
- 2.2 "License and Support Fees" include fees payable by Customer to ClassLink for licensing and maintenance support of ClassLink Software.
- 2.3 "ClassLink Software" means (a) ClassLink software products made available to the Customer, (b) Updates, (c) custom reports or any custom software modifications for Customer, and (d) Documentation. ClassLink Software does not include Source Code.
- 2.4 "Confidential Information" means all software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the ClassLink Software, and any other proprietary information supplied to Customer by ClassLink or by Customer to ClassLink which is clearly marked as "confidential" if in tangible form or identified as "confidential" if orally disclosed.
- 2.5 "Customer Data" shall mean and include all administrative, student, teacher, and other related information belonging to Customer. This data generally includes name, school building affiliation, grade level, email address, profile pictures, cell phone numbers for staff and students age 13+ (to send password reset verification codes), staff and student ID numbers and login credentials for various online resources.
- 2.6 "Documentation" means all written user information, whether in electronic, printed or other format, delivered or made available to Customer by ClassLink with respect to ClassLink Software, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to ClassLink Software.
- 2.7 "Effective Date" means the date of commencement of the Subscription Term, listed on the ClassLink Invoice.
- 2.8 "Expiration Date" means the last day of the Subscription Term, listed on the ClassLink Invoice.
- 2.9 "Source Code" means the instructions and statements, used for compilation into machine readable form that makes up an item of ClassLink Software.
- 2.10 "Subscription Term" means the period of time beginning with the Effective Date and ending with the Expiration Date, listed on the ClassLink Invoice.
- 2.11 "Updates" means any updates to the ClassLink Software licensed hereunder which ClassLink, in its discretion, makes generally available to its ClassLink Software licensees.

### **3. License Grant and Terms**

- 3.1 This Agreement authorizes Customer to use items of ClassLink Software specified in the ClassLink Invoice during the term of this Agreement. At the end of Subscription Term, Customer's license and associated rights specified in this Agreement will expire, unless renewed. This Agreement and license to use ClassLink Software will also terminate if Customer fails to comply with any term or condition in this Agreement and fails to remedy such failure within ten (10) days of written notification of such failure from ClassLink to Customer. ClassLink's limitations of liability and disclaimers as well as the provisions of the Sections titled "Confidentiality" and "General Provisions" shall survive expiration or termination of this Agreement.
- 3.2 Customer understands and acknowledges that operation of the ClassLink Software may require the use of certain third-party software such as Microsoft Windows Server, Microsoft SQL, etc., which Customer must separately license at its own expense.
- 3.3 Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party sell, lease, license, sublicense, encumber or otherwise deal with any portion of the ClassLink Software.
- 3.4 ClassLink shall provision and make ClassLink Software available to Customer during the term of this Agreement. Customer agrees that from time to time the ClassLink Software may be inaccessible or inoperable due to causes beyond the control of ClassLink or which are not reasonably foreseeable by ClassLink, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime Outside of ClassLink Control"). ClassLink shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the ClassLink Software caused by Downtime Outside of ClassLink Control. ClassLink will minimize the need to disable access for maintenance and upgrades. A log of past ClassLink Software service disruptions will be maintained at <http://trust.classlink.com> and can serve as an indicator of past service availability.
- 3.5 Force Majeure. Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by any act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil unrest, act of government, act of terror, strike or other labor problem (other than one involving our employees), internet service provider failure or delay, denial of service attack, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 3.6 ClassLink may, in its discretion, from time to time, as determined by ClassLink, add new features, functionality or content to the ClassLink Software; limit, modify or discontinue existing features, functionality or content made available with the ClassLink Software; or incorporate revisions into the ClassLink Software as may be deemed appropriate by ClassLink.
- 3.7 Where ClassLink Software is installed on premises, Customer shall be responsible for the purchase, configuration and ongoing maintenance of relevant equipment, systems and software to achieve the Customer's desired results.

### **4. Confidentiality**

- 4.1 Customer acknowledges that the ClassLink Software contains proprietary, trade secret and confidential information belonging exclusively to ClassLink. Title to, ownership of and all proprietary rights in the ClassLink Software and all copies thereof, including translations or compilations or partial copies, are reserved to and will at all times remain with ClassLink.

- 4.2 Customer shall not (a) disclose the ClassLink Software or any confidential ideas, techniques and concepts contained therein to any third party without the prior written consent of ClassLink, (b) where ClassLink Software is installed on premises, copy the ClassLink Software or any portion thereof except as necessary for use within Customer's organization.
- 4.3 Customer agrees (a) to hold the ClassLink Software in confidence and (b) where ClassLink Software is installed on premises, to maintain the ClassLink Software in a secure environment and take all reasonable precautions to maintain security to prevent unauthorized use or disclosure. Customer shall inform its employees having access to the ClassLink Software of Customer's limitations, duties and obligations regarding nondisclosure and copying of the ClassLink Software. Customer agrees to maintain the integrity of all copyright, trade secret or other proprietary notices of ClassLink in the ClassLink Software and/or affixed to or imprinted on physical media and embodiments thereof, and to take no action inconsistent with the copyright and trade secret ownership rights of ClassLink.
- 4.4 Where ClassLink Software is installed on premises, Customer shall maintain accurate records of the number and location of all copies of the ClassLink Software and shall promptly provide a current listing to ClassLink upon request.
- 4.5 ClassLink acknowledges and agrees that all Customer Data is and shall remain the property of Customer. ClassLink makes no claims as to ownership of any Customer Data.
- 4.6 ClassLink acknowledges and agrees users shall retain ownership and control of user-generated content, if any. ClassLink shall make all user-generated content available to the user who created it and provide a process by which a user can transfer his or her user-generated content to a personal account. Detailed directions to accomplish this can be found at [docs.classlink.com](https://docs.classlink.com).
- 4.7 ClassLink acknowledges and agrees to exercise commercially reasonable efforts to maintain as confidential all Customer Data. ClassLink team members are bound by contractual non-disclosure agreements. ClassLink data security protections include: internal data management policies and procedures, limitations on access to personal data, data encryption (for both data in transit and at rest), data systems monitoring, incident response plans, and safeguards to ensure Customer Data is not accessed by unauthorized persons when transmitted over communication networks.
- 4.8 ClassLink acknowledges and agrees that Customer Data is to be used solely for purposes of performing this Agreement. Customer Data will not be sold or used for marketing purposes. Except as specifically stated herein, ClassLink will not disclose Customer Data to third parties without Customer's consent. ClassLink may, however, disclose Customer Data to entities performing work for ClassLink related to the set-up, installation and training of Customer to use the ClassLink Software or the development, support or maintenance of the ClassLink Software, to the extent such disclosure is necessary for the facilitation of such work. ClassLink shall ensure that such entities are contractually bound to maintain the confidentiality of such information. ClassLink may disclose the fact that Customer is a user of the ClassLink Software to business partners of ClassLink that offer complementary products or services. In addition, ClassLink may disclose Customer Data in the following situations: (a) in response to a subpoena, court order or other legal process; (b) to protect user security or the security of other persons; or (c) in connection with a sale, joint venture or other transfer of some or all of the assets of ClassLink as long as ClassLink ensures that such sale, joint venture or other transfer includes the requirement to maintain the confidentiality of such information to the same extent as ClassLink under this Agreement.

- 4.9 ClassLink acknowledges and agrees users can review personally identifiable information in ClassLink and correct erroneous information. All users of ClassLink can update certain personal information contained in ClassLink by clicking My Profile, General Settings. ClassLink stores only limited personal information and much of it is originally received by the school organization. It is advised when users make changes to personal information contained in ClassLink they also communicate that information to the school organization. Detailed directions to accomplish this can be found at [docs.classlink.com](https://docs.classlink.com).
- 4.10 ClassLink acknowledges and agrees to permanently delete Customer Data after the termination of a contract, when no longer needed, or when advised to do so by the Customer.
- 4.11 ClassLink is a signatory to the Student Privacy Pledge (<http://studentprivacypledge.org>) and, for the duration of this Agreement, ClassLink will remain a signatory and abide by the commitments therein as follows:
- Not collect, maintain, use or share student personal information beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
  - Not sell student personal information.
  - Not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.
  - Not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.
  - Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution/agency, or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.
  - Not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent/student.
  - Collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution/agency, teacher or the parent/student.
  - Disclose clearly in contracts or privacy policies, including in a manner easy for parents to understand, what types of student personal information we collect, if any, and the purposes for which the information we maintain is used or shared with third parties.
  - Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student/parent consent.
  - Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.
  - Require that our vendors with whom student personal information is shared in order to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information.
  - Allow a successor entity to maintain the student personal information, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.

## **5. Disclosure of ClassLink Solution Partner Relationship**

- 5.1 Customer agrees that if a ClassLink Solution Partner (“CSP”) is involved and has marketed the ClassLink Software to Customer as an authorized marketer of ClassLink Software Products, Customer understands that as compensation for CSP’s marketing, installation and implementation efforts CSP will be paid a commission from the fees paid by Customer for the ClassLink Software. Customer understands that CSP is an independent business and is not a legal partner, employee or agent of CSP has no authority to bind ClassLink in any respect. The relationship between ClassLink and CSP is solely that of principal and independent contractor, each being responsible for its own actions.
- 5.2 CSP shall have no authority to accept the return or to make or authorize any allowance or adjustment with respect to, any ClassLink Software other than to the extent of the commission to be paid to them. ClassLink does not warrant in any form whatsoever, any of the services or products provided by CSP to the Customer. Any agreements, commitments, promises, representations or recommendations made by CSP are solely between the CSP and the Customer and do not bind ClassLink in any respect.

## **6. Charges**

- 6.1 License and support fees (“ClassLink Subscription Fees”) may be based on student enrollment, staff enrollment or building count for certain ClassLink Software products and will be provided by ClassLink to Customer in the form of a price quote or Invoice. Renewal of this Agreement and related ClassLink Subscription Fees shall be based on current published enrollment and current list prices of the ClassLink Software. Customer agrees to notify ClassLink at such time as student enrollment increases more than 10% during a Subscription Term wherein additional ClassLink Subscription Fees may be required for the remainder of the Subscription Term.
- 6.2 Unless ClassLink and Customer shall otherwise agree, payment for ClassLink Subscription Fees are due on receipt of Invoice.

## **7. Warranties**

- 7.1 ClassLink makes no warranties with respect to the use of the ClassLink Software on technology devices other than those specified in the Documentation.
- 7.2 Modification or attempted modification by Customer of any item of ClassLink Software shall void ClassLink’s warranties with respect to such item of ClassLink Software.
- 7.3 ClassLink warrants to Customer that to the best of its knowledge ClassLink Software is not in violation of any patent, copyright, trademark or other intellectual property claims and that ClassLink has the right to license Customer’s use of the ClassLink Software as provided in this Agreement.
- 7.4 ClassLink agrees to indemnify and save the Customer, its trustees, agents, students and employees, harmless from liability of any nature or kind for use by the Customer, its agents, students and employees of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished by ClassLink or used in ClassLink’s performance of the agreement for which ClassLink is not the patentee, assignee or licensee, provided that (1) such use results in a third party suit or claim alleging infringement (a “Claim”); (2) the Customer provides ClassLink with prompt notice of the Claim and gives ClassLink a reasonable opportunity to control the defense and settlement of the Claim; and (3) the Customer provides reasonable cooperation and assistance to ClassLink’s defense of the Claim. If ClassLink’s software becomes or is likely to become the subject of an infringement claim, ClassLink may at its option and expense, either: (a) procure for the Customer the right to continue using such software, or (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent.

- 7.5 ClassLink warrants to Customer that each item of ClassLink Software will conform, when shipped to Customer, to ClassLink specifications which are in effect for that item at that time. If Customer believes there is a defect in any item of ClassLink Software, Customer should notify ClassLink immediately and ClassLink will correct or replace the defective item of ClassLink Software. If ClassLink is unable to make the item of ClassLink Software perform as warranted, Customer may as its sole remedy return the item of ClassLink Software and receive a full refund of setup and subscription fees paid for item of ClassLink Software. ClassLink shall have no liability for any claim under this Section not made within sixty (60) days of the purchase date of the item of ClassLink Software claimed to be defective. Except as specifically provided herein, ClassLink does not warrant that the functions contained in any item of ClassLink Software will meet the Customer's requirement or will operate in combination with other software that Customer may select or that the operation of the ClassLink Software will be uninterrupted or error-free or that all defects will be corrected.
- 7.6 If ClassLink dissolves or no longer delivers ClassLink Software, ClassLink shall refund to the Customer the portion of the purchase price attributable to the discontinued product, prorated in accordance with the unused subscription term, as adjusted for any longer term contract discounts.
- 7.7 Except as specifically provided herein, ClassLink makes no warranties express or implied as to any matter whatsoever, including, without limitation, the condition of any ClassLink Software, its merchantability or its fitness for any particular purpose, as well as any express or implied warranties or conditions arising through any course of dealing or course of performance between the parties or usage of trade.

## **8. Limitation of Liability / Insurance**

- 8.1 IN NO EVENT SHALL CLASSLINK, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL (INCLUDING LOST BUSINESS AND PROFITS) OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY SERVICES, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF CUSTOMER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLASSLINK, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR (A) THE COST OF COVER OF SUBSTITUTE SERVICES, OR (B) ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, BUSINESS INTERRUPTION AND/OR THE LOSS, DELAY OR INABILITY TO USE ANY SERVICES. IN ALL EVENTS, CLASSLINK'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR CLAIMS RELATING TO THE AGREEMENTS AND ANY AND ALL SERVICES, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, IN TORT, STRICT LIABILITY, MISREPRESENTATIONS, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (Y) THE AMOUNT OF FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM, OR (Z) THE AMOUNTS PAID BY CLASSLINK'S INSURANCE COMPANY ON BEHALF OF CLASSLINK WITH RESPECT TO THE CLAIM.
- 8.2 During the term of the Contract, ClassLink will purchase and maintain Cyber Liability or Technology Professional Liability insurance in an aggregate amount no less than \$1,000,000.00 (one million U.S. dollars). Upon request, a Certificate of Insurance shall be provided to Customer.

## 9. Term

- 9.1 This Agreement shall automatically renew for the Subscription Term listed on the renewal ClassLink Invoice unless (a) terminated by Customer at any time upon not less than thirty (30) days' written notice to ClassLink prior to the end of the Subscription Term; or (b) terminated by ClassLink by reason of Customer's breach of the provisions of this Agreement concerning Customer's use and non-disclosure of the ClassLink Software or Customer's failure to make timely payment of any ClassLink Subscription Fees.
- 9.2 Upon termination of this Agreement, the license and all rights granted to Customer under this Agreement shall immediately cease and Customer shall immediately: (a) Purge all copies of the ClassLink Software and any portions thereof from all CPU's and storage media and devices on which Customer has placed or allowed others to place the ClassLink Software; and (b) Certify to ClassLink in writing that Customer has complied with its obligations under this Section.
- 9.3 The parties acknowledge the provisions of this Agreement concerning non-disclosure, limitations of liability, disclaimers, and the Sections entitled "Confidentiality" and "General Provisions" shall survive expiration or termination of this Agreement. In the event of Customer's breach of these provisions, ClassLink would suffer irreparable harm with no adequate remedy at law. Accordingly, in the event Customer fails to comply with these provisions, ClassLink shall have the right, without prejudice to any other rights or remedies available to it, to seek equitable relief to enforce and protect its rights hereunder, by way of temporary restraining order or injunction, and such other alternative relief as may be appropriate, without the necessity of posting any bond or surety.

## 10. General Provisions

- 10.1 **Assignment.** Customer shall not assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of ClassLink; provided, however, that a successor in interest by merger, by operation of law or by the acquisition of substantially the entire business of Customer shall acquire all interest and all obligation of Customer under this Agreement.
- 10.2 **Audit Rights.** Upon reasonable notice to Customer, Customer shall provide a designated ClassLink representative reasonable access to Customer's records relating to the ClassLink Software and use thereof for the purpose of assuring Customer compliance with the terms of this Agreement.
- 10.3 **Foreign Reshipment Liability.** Customer will not export or transfer, whether directly or indirectly, the ClassLink Software to anyone outside the United States of America without first complying with all export controls which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business and paying any fees as specified in Section 5 hereof.
- 10.4 **Notices.** Any notice or other communication required or permitted under this Agreement shall be given in writing to ClassLink and to Customer at Customer's address specified above, or at such other address as shall be specified by one party to the other in writing. Notices shall be deemed to have been given when personally delivered or when deposited in the mail, properly addressed and first class postage prepaid.
- 10.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to its principles of conflicts or choice of law.
- 10.6 **Entire Agreement.** This Agreement constitutes the entire software license agreement between ClassLink and Customer. It supersedes and replaces all previous understandings or agreements, written or oral, regarding such subject matter.

- 10.7 Changes. This Agreement may not be modified, amended, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto.
- 10.8 Severability. Any provision of this Agreement found to be illegal or unenforceable shall be deemed severed, and the balance of this Agreement shall remain in full force.
- 10.9 Change of Law. If, due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement shall become unenforceable, invalid or illegal, the parties hereto shall use their best efforts to promptly negotiate an amendment to this Agreement in good faith.

## **11. Agreed**

- 11.1 Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

## ClassLink Service Level Agreement

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### 1. Service Level Agreement Overview

- 1.1 This Service Level Agreement (“SLA”) represents an agreement between ClassLink and Customer for the provisioning of technical services required to support and sustain the ClassLink system.

### 2. Goals & Objectives

- 2.1 The goal of this SLA is to obtain mutual agreement for technical services to be provided to the Customer by ClassLink.
- 2.2 The objectives of this Agreement are to:
- Present a clear, concise and measurable description of technical services.
  - Define mutual accountability, roles and responsibilities.

### 3. ClassLink Technical Services

- 3.1 The purpose of technical services within this SLA is to ensure the usability of such that the software works as intended by ClassLink.
- 3.2 The following technical services are the responsibility of ClassLink.
- Troubleshoot access to ClassLink from any device, browser, native app (iOS, Android, Universal Windows App)
  - Creation of new single sign-on connectors
  - Assistance with making settings changes in ClassLink Management Console, or any ClassLink module
  - Continuous system diagnostic monitoring
  - Ensure all ClassLink systems function properly
  - Development and installation of periodic software updates and enhancements
  - Data backup
  - Disaster/data recovery
- 3.3 ClassLink responsibilities in support of this SLA also include:
- Meeting response times associated with service related incidents.
  - Appropriate notification to Customer for all scheduled maintenance.
  - Changes to services will be communicated and documented to Customer.
  - ClassLink, at its discretion, may contact users directly to investigate and resolve software performance issues.
  - Initial and additional ongoing training for Customer key technology staff.
  - Initial and additional ongoing training for Customer key instructional staff.
- 3.4 The following services are outside the scope of this SLA and are available for purchase separately.
- Onsite assistance

#### 4. Availability

- 4.1 Customer agrees that there will be occasional service disruptions of ClassLink products for maintenance and upgrades. Appropriate notification to Customer will be made for all scheduled maintenance. ClassLink strives to minimize service disruptions for maintenance and upgrades.
- 4.2 Customer agrees that from time-to-time ClassLink products may be inaccessible or inoperable due to causes beyond the control of ClassLink or which are not reasonably foreseeable by ClassLink, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively “Downtime Outside of ClassLink Control”). Service disruptions due to Downtime Outside of ClassLink Control will not be included in the calculation of Unscheduled Downtime.
- 4.3 Unscheduled Downtime is the amount of time during which a ClassLink product is inaccessible or inoperable, outside of scheduled maintenance and upgrades, and not due to Downtime Outside of ClassLink Control.
- 4.4 Monthly System Uptime is calculated as the number of hours in the month (see chart) minus the number of hours of Unscheduled Downtime in the month, then divided by the number of hours in the month.

The following equation may be used:

$$\text{Monthly System Uptime} = \frac{(\text{Hours in Month}) - (\text{Hours of Unscheduled Downtime})}{(\text{Hours in Month})}$$

Number of Hours per Month

Month	Hours	Month	Hours
January	744	July	744
February	672 (696 for Leap Year)	August	744
March	744	September	720
April	720	October	744
May	744	November	720
June	720	December	744

For example, if a ClassLink product is unavailable due to Unscheduled Downtime for 2 hours in a 30 day month, the System Uptime for that product is equal to  $(720 \text{ hours} - 2 \text{ hours}) / (720 \text{ hours}) = 0.997$ , or 99.7%.

- 4.5 In the event that the System Uptime is below 99.99% in a month, ClassLink will provide Customer with credits in the amount set forth below (Credit for Unscheduled Downtime).

Credit for Unscheduled Downtime

Monthly System Uptime		Credit
From	To	
99.99%	100.00%	None
99.80%	99.98%	4% of the prorated portion of the annual ClassLink license fee attributable to the affected ClassLink product and month for which Unscheduled Downtime occurred.  For example, November having 30 days represents 30/365 or 8.2% of the annual ClassLink license fee for a given ClassLink product. Credit for November would be computed as (.04) x (.082) x (annual ClassLink license fee attributable to the affected ClassLink products).
99.50%	99.79%	6% of the prorated portion of the annual ClassLink license fee attributable to the affected ClassLink product and month for which Unscheduled Downtime occurred.
0.00%	99.49%	8% of the prorated portion of the annual ClassLink license fee attributable to the affected ClassLink product and month for which Unscheduled Downtime occurred.

- 4.6 Customer shall make written requests for Credit for Unscheduled Downtime within thirty (30) days of the Unscheduled Downtime.
- 4.7 Credit for Unscheduled Downtime shall be applied to the next period's invoice.

## 5. Response Times

- 5.1 The following provides relevant details on technical service availability.
- a. ClassLink online Help and Training Center at [www.classlink.com/help](http://www.classlink.com/help) is available 24/7 and provides the following:
    - o Product documentation
    - o Knowledge base entries
    - o Online courses
    - o Lynx, our automated help center assistant
  - b. ClassLink provides live technical services via phone, email, and online support 24 hours a day, seven days a week, except ClassLink observed holidays as follows:
    - o Toll-free telephone technical support at 888-963-7550
    - o Support case ticket tracking at [www.classlink.com/help](http://www.classlink.com/help)
    - o Email requests for support at [helpdesk@classlink.com](mailto:helpdesk@classlink.com)

- c. Support systems engineers are headquartered in New Jersey and are supported by teams in locations around the world.

5.2 In support of services outlined in this SLA, ClassLink will respond to service related incidents and/or requests submitted and prioritized by the Customer within the following time frames:

- a. 0-2 hours (during business hours) for issues classified as high priority
- b. 0-12 hours (outside of business hours) for issues classified as high priority
- c. Within 24 hours for issues classified as medium priority
- d. Within 3 working days for issues classified as low priority
- e. System-wide incidents trigger instant alerts to ClassLink staff who respond immediately 24/7/365

## **6. Customer Requirements**

6.1 Customer responsibilities and/or requirements in support of this SLA include:

- a. Reasonable availability of Customer representative(s) when resolving a service related incident or request.
- b. Proactive communication of necessary information to assist in resolving a service related incident or request.
- c. Payment for ClassLink subscription costs as invoiced.
- d. Maintain ample and reliable internet bandwidth for proper functioning of cloud delivered services.

## **7. Customer Data Unauthorized Disclosure**

7.1 As soon as practicable, but no later than 72 hours after becoming aware of an unauthorized disclosure of Customer Data, ClassLink will notify the Customer of any such unauthorized disclosure and restore the security of its data system. Thereafter, within 30 business days after the notification, ClassLink will further investigate the incident and provide the Customer with a more detailed notification of the unauthorized disclosure, including the Customer Data components which were disclosed and that appropriate measures have been taken to prevent such unauthorized disclosure in the future. ClassLink agrees to reasonably cooperate with Customer in the Customer's investigation and response to the disclosure.

## **8. SLA Term**

8.1 This SLA shall be effective concurrently with the Subscription Term defined in the ClassLink Software License Agreement.

## **9. Agreed**

9.1 Customer acknowledges that Customer has read this SLA, understands it, and agrees to be bound by its terms and conditions.

## Non-Disclosure Agreement

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This Non-Disclosure Agreement (“NDA”) is entered into by and between ClassLink (“Receiving Party”) and Customer (“Disclosing Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

- 1. Definition of Confidential Information:** For purposes of this NDA “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged or is required to be kept confidential by law. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indication that such oral communication constituted Confidential Information.
- 2. Exclusions from Confidential Information:** Receiving Party’s obligations under this NDA do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.
- 3. Obligations of Receiving Party:** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.
- 4. NDA Term:** This NDA shall be effective concurrently with the Subscription Term defined in the ClassLink Software License Agreement. The nondisclosure provisions of this NDA shall survive the termination of this NDA and Receiving Party’s duty to hold confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret, the information no longer is required to be kept confidential by law, or until disclosing Party sends Receiving Party written notice releasing Receiving Party from this NDA, whichever occurs first.
- 5. Relationships:** Nothing contained in this NDA shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- 6. Severability:** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted as best to affect the intent of the parties.
- 7. Integration:** This NDA expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This NDA may not be amended except in a writing signed by both parties.
- 8. Waiver:** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.
- 9. Agreed:** Customer acknowledges that Customer has read this NDA, understands it, and agrees to be bound by its terms and conditions.

## ClassLink Data Security Statement

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We take security and privacy concerns seriously. We are committed to ensuring that your information is secure and your privacy is protected. This *Security Statement* is aimed at being transparent about our security infrastructure and practices, to help reassure you that your data is sufficiently protected.

### Our Guiding Principles on Personal Data

- **Data Ownership:** ClassLink acknowledges that all personally identifiable information (PII) about students, teachers, administrators, and parents is the property of the customers that ClassLink serves.
- **Purpose:** ClassLink is a trusted steward of personal data. Data received from its customers is to be used solely for purposes of providing educational services. Such data will not be sold or used for marketing purposes. Customers may use ClassLink tools to share data with educational vendors of their choice.
- **Type of Data Maintained in ClassLink:** ClassLink maintains personal data needed for the satisfactory operation of the ClassLink system, and to enable services including single sign-on and rostering for the customers that it serves. This data includes what is generally regarded as Directory Information such as name, school building affiliation, grade level, and email address. ClassLink may also maintain profile pictures, cell phone numbers for students age 13+ (to send password reset verification codes), student ID numbers, login credentials for various online resources, and personal computer files (temporarily cached for file transfers between cloud drives and stored until deleted by user for the ClassLink cloud drive). ClassLink does not generally maintain information such as mailing address, gender, date of birth, and other personal demographic data.
- **Protection:** ClassLink keeps all personal data confidential and secure. ClassLink team members are bound by contractual non-disclosure agreements. ClassLink's data security protections include: internal data management policies and procedures, limitations on access to personal data, data encryption (for both data in transit and at rest), data systems monitoring, incident response plans, and safeguards to ensure personal data is not accessed by unauthorized persons when transmitted over communication networks. ClassLink may disclose personal data to public authorities if required by lawful requests.
- **Disposal of Data:** ClassLink permanently deletes personal data after the termination of a contract, when no longer needed, or when advised to do so by the customer.
- **Correction:** ClassLink enables users, or their authorized parents, to review personal information maintained in ClassLink and correct erroneous information.
- **Discovery of a security breach that results in unauthorized release of personal data:** ClassLink shall promptly notify affected customers of such breach, shall conduct an investigation, and shall restore the integrity of its data systems as soon as possible. ClassLink will fully cooperate and assist with required notices to those individuals affected by such breach.
- **Financial Protection:** ClassLink shall maintain business insurance policies to protect the customers that it serves.

### Hosting

- We host the ClassLink system on Amazon Web Services (AWS). AWS facilities are secure, geographically diverse and are built using best practice security frameworks and standards. Information on the security of Amazon infrastructure can be found at <http://aws.amazon.com/security>.

### Security Reviews/Audits

- We engage expert independent security firms to periodically review our policies, procedures, technical infrastructure, and software code each year. Certain of these expert firms provide statements that certify our compliance with regulatory requirements such as FERPA and COPPA. ClassLink also undergoes security audits for SOC 2, CSA Star, and ISO 27001. More information about these certifications can be found at [www.classlink.com/privacy](http://www.classlink.com/privacy).

**Commitments to Industry Efforts on Privacy and Security**

- ClassLink is a signatory to the Student Privacy Pledge (<http://studentprivacypledge.org>). More information about these certifications can be found at [www.classlink.com/privacy](http://www.classlink.com/privacy).

**Compliance with General Data Protection Regulation (GDPR)**

- General Data Protection Regulation (GDPR) is the current body of regulation regarding the handling of personal data for citizens of the European Union (EU). The primary objective of the GDPR is to give citizens control of their personal data. ClassLink is compliant with the EU General Data Protection Regulation. GDPR includes 11 chapters and nearly 100 articles. More information can be found at [www.classlink.com/privacy](http://www.classlink.com/privacy).

We value your business and respect the importance of information security. We continually strive to mitigate and minimize risk. Computer security is a relative concept. No computer system connected to the Internet can be completely secure and no amount of testing can disclose all possible vulnerabilities. Accordingly, this *Security Statement* does not guarantee the complete security of our systems. We provide this *Security Statement* so that you understand we are committed to your information security by best practice / risk management strategies. You may also need this *Security Statement* for your auditors and insurance policy holders. If you require any further information, please don't hesitate to contact us.


# Signature of Acceptance

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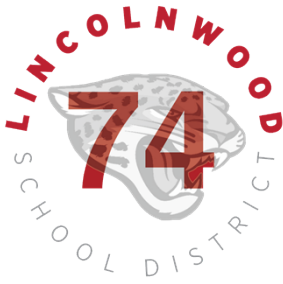
The following is the signature of acceptance to the terms of the attached:

- ClassLink Software License Agreement
- ClassLink Service Level Agreement
- Non-Disclosure Agreement

**Accepted by:**

<b>Customer:</b>	<b>ClassLink:</b>
Lincolnwood SD 74	47 E Madison Avenue
Name of Organization	Suite 7
Lincolnwood, IL 60712	Clifton, NJ 07011
City, State Zip	
Signature	Signature
Jeffrey S. Janover	Jeffrey S. Janover
Print Name	Print Name
VP of Security and Interoperability	VP of Security and Interoperability
Title	Title
4/18/2022	4/18/2022
Date	Date

**Fax to 973-546-5981 or email to [accounting@classlink.com](mailto:accounting@classlink.com)**



## Executive Summary Finance Committee Meeting

DATE: June 9, 2022

TOPIC: 2022-2023 Learning A-Z Product Renewal

PREPARED BY: Jordan Stephen

**Recommended for:**

- Action
- Discussion
- Information

**Purpose/Background:**

The Learning A-Z Company creates many products that are used within the District. Titles like Vocabulary A-Z, Raz-Kids, Reading A-Z, and Raz-Plus provide the teachers and students with resources and content to help reinforce independent reading, word recognition and vocabulary concepts. These products are used by hundreds of students and provide them with lessons that seamlessly connect instruction to a current topic of study. Teachers can assign lessons to students for online independent practice as well as differentiated instruction to help raise student achievement.

Faced with a large renewal quote in the neighborhood of \$13,000, the team evaluated usage data and surveyed teachers to determine that the District can still accomplish all educational goals with a reduced number of licenses. The new renewal is based on 20 licenses for Vocabulary A-Z, 25 licenses for Raz-Plus and 6 licenses for Raz-Plus ELL Edition.

District Legal Counsel reviewed the Terms and Conditions and Privacy Policy and found them acceptable. In January, during a renewal of one of the vendors' products, Counsel provided the vendor with an amendment to the agreement that covered Terms and Conditions, Renewals, Governing Law and Venue as well as SOPPA compliance. This agreement was signed and is still in place at this time.

**Fiscal Impact:**

\$ 7,720.75 for the renewal of the suite of Learning A-Z software to be used in Todd Hall, Rutledge Hall and Lincoln Hall from August 8, 2022 to August 7, 2023. (The District paid Learning A-Z \$9,961 in 2021-2022)

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the renewal of Learning A-Z software in the amount of \$7,720.75 from August 8, 2022 to August 7, 2023.

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

This Amendment is entered into as of January 11, 2022, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Learning A-Z, LLC (“Learning A-Z”) pursuant to the Quote dated December 7, 2021, and the Terms and Service and Privacy Policy (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

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

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

reasonable time period, a student's SOPPA-covered information if the School District requests deletion, unless the student or student's parent consents to the maintenance of the SOPPA-covered information.

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

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


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

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

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

**LEARNING A-Z, LLC**

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

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

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

Its: Aaron Ingold, Sr. VP of Sales

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

Date: 1/11/2022

# Title Content

[TERMS AND SECURITY \(/KNOWLEDGEBASE/S/TOPIC/OTOF300...](#) > [POLICIES \(/KNOWLEDGEBASE/S/TOPIC/OTOF300...](#)

## Privacy Policy

*Last Updated January 6, 2020*

This Privacy Policy explains how information is collected, used, and disclosed by Learning A-Z (“Learning A-Z,” “we,” “us,” or “our”) in connection with your use of our websites, online services, and mobile applications that link to this Privacy Policy (each a “Service”; collectively, “Services”). Each time you use any Service, you consent to our collection, use, and/or disclosure of your information as described in this Privacy Policy. Each time you allow others to use any Service via your account, you confirm that you have the right to consent on their behalf to our collection, use and disclosure of their information as described in detail below. Accordingly, we urge you to read this Privacy Policy in full, as well as our [Terms of Service \(http://help.learninga-z.com/customer/en/portal/articles/1649233-terms-of-service\)](http://help.learninga-z.com/customer/en/portal/articles/1649233-terms-of-service), and [contact us \(https://www.learninga-z.com/site/contact/support\)](https://www.learninga-z.com/site/contact/support) if you have any questions.

We market and sell our products to adults who purchase or otherwise subscribe to our Services, which can then be used by children at the direction and under the supervision of these adults. We respect all of our users’ privacy, but we recognize the need to provide additional privacy protections with respect to the personal information we collect from children under 13 pursuant to the United States’ Children’s Online Privacy Protection Act of 1998 (“COPPA”). Accordingly, our privacy practices with respect to children under 13 are set forth in our [Children's Privacy Policy \(/knowledgebase/s/article/Childrens-Privacy-Policy?r=326&ui-knowledge-components-aura-](/knowledgebase/s/article/Childrens-Privacy-Policy?r=326&ui-knowledge-components-aura-)

actions.KnowledgeArticleVersionCreateDraftFromOnlineAction.createDraftFromOnlineArticle=1).

- **A special note to children:** If you are under 13, please get permission from your parent or legal guardian before using our Services. You must be 18 or older to purchase or otherwise subscribe to any Service. We do not market or sell to children under 18, and we seek consent from a parent or legal guardian whenever we identify that a minor attempts to purchase or register for a subscription to any Service.
  - **A special note to parents:** Please help us protect your children's privacy by instructing them never to volunteer their personal information online without your permission.
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## 1. The Information We Collect and How We Use It

Throughout this Privacy Policy, we use the term "Personal Information" to describe information that can be used to directly or indirectly contact or identify you, such as your full name, home or other physical address, email address, and telephone number. Personal Information also includes anonymous information that is linked to information that can be used to directly or indirectly contact or identify you. Personal Information does not include information that has been made anonymous or aggregated so that it can no longer be used, whether in combination with other information or otherwise, to contact or identify you.

We use the term "Non Personal Information" to describe information that cannot be used to directly or indirectly contact or identify you and that is not linked to information that can be used to directly or indirectly contact or identify you. Non Personal Information includes passively collected information about your activities on our Services, such as usage data, to the extent that information is not linked to your Personal Information.

### 1. *Account Creation by Teacher and Parent Users*

Teachers, parents, and other adult visitors over 18 must create accounts in order to purchase a subscription to any Service or to secure free trial access to any Service. During our online purchase process, we collect and store your first and last name, street address, email address, phone number, and school and school district. We also collect the username, password, and security question and answer you create, and if you volunteer your fax number, occupation, and class grade level we collect

and store that information. If you choose to pay with a credit card, we collect your credit card number, card type, expiration date, and security code. We transmit this payment information for processing, and we do not store this information. If you choose to pay via purchase order, check, or money order, we collect the payment information that you mail to us. If you choose to create an account for free trial access to any Service, we collect and store your full name, street address, and email address, occupation, school and school district affiliation, and username during that process. Following both account creation processes, we also collect information about whether you opt in to receive our eNews, updates, and offers.

We will not use the Personal Information collected during the account creation process for any purposes other than securing verifiable parental consent; fulfilling requested transactions; sending you order confirmations and other notifications you request or that are required by law; providing you with access to the Services, including ensuring proper licensing and providing necessary copyright permissions; and providing the customer service, technical support, and sales support you request.

## *2. Teacher Login Credentials*

Certain of our Services—Kids A-Z, Raz-Plus, Raz-Kids, Headsprout, Science A-Z, ReadyTest A-Z, Writing A-Z, and Vocabulary A-Z—offer tools for online learning beyond downloadable resources for teachers. We offer online teacher portals, student portals, and parent portals that provide common access to all of these Services that a school district, school, teacher, or other adult has purchased.

If you are an adult with teacher access to these Services, we collect the username and password you create during the purchase process or subsequently assigned to you by your school or school district purchaser each time you login to the teacher portal. Any time you request that we reset your password, and submit your email address as part of that process, we collect your email address.

We will not use this Personal Information for any purposes other than verifying your identity and authenticating your login; facilitating your access to content; and monitoring subscription compliance. If you personally purchase access to any Service, we may use your user credentials to provide the customer service, technical support, and sales support you request. If a district, school, or other individual purchases access to any Service on your behalf, we display your login credentials on your designated Learning A-Z coordinator's online "Accounts Site" to facilitate access to content.

## *3. Parent Login Credentials*

If you are the parent of a child whose teacher or school has access to Kids A-Z, R:

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Headsprout, Science A-Z, ReadyTest A-Z, Writing A-Z, or Vocabulary A-Z, you may request access to the parent portal. We collect your email address in order to send you an email to allow you to create a username and password for access to the parent portal. We also collect your user credentials each time you login to the parent portal. Any time you request that we reset your password, and submit your email address as part of that process, we collect your email address.

We will not use this Personal Information for any purposes other than verifying your identity, authenticating your login, and facilitating your access to the parent portal.

#### *4. Student Login Credentials Created by Teacher and Parent Users*

Adults with teacher access to our Services that provide tools for online learning— Kids A-Z, Raz-Plus, Raz-Kids, Headsprout, Science A-Z, ReadyTest A-Z, Writing A-Z, and Vocabulary A-Z—must create a classroom roster and assign students user credentials before students can access the Services.

We collect and store the student login credentials that you create. We will not use this Personal Information for any purpose other than providing you and your students access to the Services.

#### *5. Account Activity by Teacher and Parent Users*

If you are an adult with teacher access to our Services that provide tools for online learning, the first time you login to the teacher portal, you must enter your first and last name, class name, grade level, and school name, and we collect that information.

Once you create a classroom roster in the teacher portal, you can access classroom reports that become available as your students complete assignments in our Services. These classroom reports show the number of activities completed; each student's progress on incomplete activities; the number and time each student logged in; the bonus and incentive stars earned; student rankings; and the accuracy level for any skill group you create. If you are an adult with parent access to the Services, you can view similar reports regarding only your child's activity through the parent portal. If you have teacher access, you can review student activity on the Services; give students assignments; access student voice recordings submitted for review and grading; and send voice recordings or text messages to students. If you have parent access, you can review the activity of your child on the Services, send text messages to your child and review messages sent to your child, but you cannot give assignments.

We will not use any Personal Information we gather about you as you use the Serv

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other than verifying your identity and authenticating your login; facilitating your access to paid content; and monitoring subscription compliance. You control what information you provide to and about your students as you interact with the Services. If you have teacher access, the student information you provide as you use the Services should be limited to information that is relevant to the legitimate educational purpose of improving student performance. We will not ask you to enter, and you are specifically instructed not to enter, information about students that is not relevant to this legitimate educational purpose. You are also responsible for keeping the student information that you enter accurate, complete and up to date. If you recognize that student information is inaccurate, incomplete, or outdated, you are responsible for correcting it. Please note, however, that the “class chart” name that you assign to a student may be anything you choose and need not be the student’s actual name. For assistance, or if you experience difficulties making corrections to student information, please [contact us \(https://www.learninga-z.com/site/contact/support\)](https://www.learninga-z.com/site/contact/support). We will use information about students entered by teacher and parent users to provide services to your school educational institution. We will not keep such student information after you or the school educational institution instructs us to delete it. You may not disclose or otherwise use the student data entered on this site for any unauthorized purposes.

When you are logged in to the teacher or parent portals, we automatically collect Non Personal Information about your use of the Service to support our internal operations, including information about how various features of the Service are used, what you download, and the number, frequency and length of each session. We do not combine this Non Personal Information with or link it to any of the Personal Information mentioned above.

## *6. Correspondence With Us*

We collect and retain Personal and Non Personal Information from you when you [send us a message \(https://www.learninga-z.com/site/contact/support\)](https://www.learninga-z.com/site/contact/support) or [chat with us \(https://www.learninga-z.com/site/contact/support\)](https://www.learninga-z.com/site/contact/support) via our website, when you send us an email, or when you sign up for a newsletter on our [website \(https://accounts.learninga-z.com/accountsweb/marketing/newsletterSubscribe.do\)](https://accounts.learninga-z.com/accountsweb/marketing/newsletterSubscribe.do). We use such information solely to provide the services or support you request.

## *7. Location Information*

We collect and store information about your geographic location on our teacher-facing [ReadyTest A-Z \(http://www.readytesta-z.com/\)](http://www.readytesta-z.com/) website, which is a Service directed to users over 13, in order to provide Texas-specific content to educators in Texas. Your location information is:

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enable your computer or mobile device to send us location information and/or if you expressly grant us permission to collect it by clicking "Allow" in a dialogue window that automatically pops up when you navigate to this website.

## *8. Automated Information*

We automatically receive and record certain technical information from your browser as you use our Services, including your IP address, to improve the functionality of our Services. When we collect an IP address, we combine it with other information submitted by the user's browser, such as requests for files from the web server. We compile this information to create access logs, which we analyze to determine trends, such as which pages are used the most, which browsers are most frequently used by visitors to access the site, and which areas of the world site users are accessing our products from most frequently. Our access logs do not contain any information which can be uniquely associated with any particular IP address or Personal Information about any individual user.

## *9. Cookies*

We use "cookies" to collect information on the non-student facing, commercial Site such as [www.learninga-z.com](http://www.learninga-z.com) (<http://www.learninga-z.com>). For example, we may use these technologies to collect information about the ways visitors use this Site - which pages they visit, which links they use, and how long they stay on each page. We also use these technologies to support certain features of this Site. For example, we use these technologies to personalize your experience when you use this Site and to save you the trouble of reentering information already in our database or to prompt the settings you established on previous visits.

The information we collect using cookies and similar technologies is not, in and of itself, personally identifiable, but we may link it to personal information that you provide. If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. Although you are not required to accept cookies when you visit this Site, you may be unable to use all of the functionality of this Site if your browser rejects our cookies.

## **2. How We Share the Information We Collect**

We will not share any information collected through our Services with third parties, except as described below. We do not share Personal Information with third parties for their own marketing purposes.

## 1. *Personal Information*

### 1. Service Providers

We may share Personal Information with third-party service providers only if necessary for them to perform services on our behalf, including without limitation service providers who provide email services, process credit card payments, and provide services in support of our internal operations.

### 2. Corporate Affiliates and Corporate Business Transactions

We may share Personal Information with our parent company and other Learning A-Z-affiliated companies. If we enter into a business transition such as a merger, consolidation, acquisition, sale of assets, joint venture, securities offering, bankruptcy, reorganization, liquidation, or dissolution, your Personal Information may be among the assets we transfer. You acknowledge and consent that such transfers are permitted by this Privacy Policy, and that any acquirer of ours or that acquirer's affiliates may continue to collect and use your Personal Information as set forth in this Privacy Policy.

### 3. Legal Compliance and Security

We reserve the right to disclose Personal Information when required to do so by applicable law—for example, in response to a court order, subpoena, legal process, or other claim or inquiry. We also may disclose Personal Information in response to a law enforcement agency's request or where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the rights, property, or safety of any person, violations of our [Terms of Service \(/knowledgebase/s/article/Terms-of-Service?r=557&ui-knowledge-components-aura-actions.KnowledgeArticleVersionCreateDraftFromOnlineAction.createDraftFromOnlineArticle=1\)](/knowledgebase/s/article/Terms-of-Service?r=557&ui-knowledge-components-aura-actions.KnowledgeArticleVersionCreateDraftFromOnlineAction.createDraftFromOnlineArticle=1), or to verify or enforce compliance with the policies governing our Services and applicable laws, or as otherwise required or permitted by law or legal requirements.

### 4. Consent

We may share your Personal Information with a third party if you consent to the sharing.

### 5. Authorized Educational Institutions and Third Parties They Authorize

We may disclose the information we collect about a student to authorized employees or representatives of the student's educational institution. When, at the request of the educational institution, we acquire assessment or other information, including students' Personal Information, from a third-party source, we will treat such information with the same confidentiality and security safeguards as though it were provided directly by the educational institution. Additional agreements may be required by the third party to authorize transmission of such information to us.

An educational institution may from time to time request that we provide the information we collect about students to third parties of its choosing. We will do so only with written authorization from the educational institution that acknowledges that we are providing that information as an educational institution's agent, and that once the information is received by the third party, we no longer have any control over the use or disposition of the information. If a written request to disclose the Personal Information of students to a third party is provided to us, the educational institution releases us from all responsibility over the use or disposition of such information.

Upon written request by an educational institution, we will destroy any information collected from students for educational institutions who no longer participate in our Services. We will also provide written verification that the data has been destroyed as requested. If an educational institution has not used any Service for a period of ten years, upon request, we will provide written notice that the student information pertaining to their educational institution will be destroyed unless the educational institution requests the records be kept.

## *2. Non Personal Information*

This Privacy Policy does not limit our use of any Non Personal Information, and we reserve the right to use and disclose such information to third parties at our discretion. However, in the event that we wish to release Non Personal Information that identifies a school or educational institution by name, we will enter into a separate agreement with a school or school district purchaser to authorize release and publication.

## **3. Districts and School Systems**

Under the terms of our contracts with schools, we agree to act as a "School Official" as defined by the Family Educational Rights and Privacy Act ("FERPA"), meaning that we:

- Perform an institutional service or function for which the school or district would otherwise use its own employees;

- Have been determined to meet the criteria set forth in the school's or district's annual notification of FERPA rights for being a School Official with a legitimate educational interest in the education records;
- Are under the direct control of the school or district with regard to the use and maintenance of education records; and
- Use education records only for authorized purposes and will not re-disclose from education records to other parties (unless we have specific authorization from the school or district to do so and it is otherwise permitted by FERPA).

#### **4. Account Holders' Communication Choices**

We provide you the ability to exercise certain controls and choices regarding our collection, use and disclosure of your information. If you opt in to receive our eNews, updates, and offers, you consent to receive certain email communications from us, which may include newsletters, administrative notices, and special offers. You have a choice at any time to stop us from sending you emails for marketing purposes by updating your email preferences ([https://accounts.learninga-z.com/accountsweb/marketing/unsubscribe.do?optOut=laz\\_offers](https://accounts.learninga-z.com/accountsweb/marketing/unsubscribe.do?optOut=laz_offers)).

Please note that, despite any indicated email marketing preferences, we may still send you administrative emails regarding the operation of our Services.

#### **5. Changing or Removing Personal Information and Closing Accounts**

##### *1. Reviewing Your Own Information*

If the Personal Information you provided when you created an account changes, you must promptly notify us of those changes. You have the right to access, update and correct factual inaccuracies in the Personal Information that we collect through our Services, subject to certain exceptions. If you want to access, update, or correct your Personal Information, simply edit your profile in your My Account (<https://accounts.learninga-z.com/accountsweb/account/login.do>) section. To help protect your privacy and the security of your Personal Information, we may request information from you to enable us to confirm your identity and right to access such information, as well as to search for and provide you with the Personal Information that we maintain. For information about how to review the Personal Information we collect from children under 13, please see our Children's Privacy Policy section below.

There are instances where applicable law or regulatory requirements allow or requ

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provide some or all of the Personal Information that we hold about you. In addition, your Personal Information may have been destroyed, erased or made anonymous in accordance with our record retention obligations and practices. In the event that we cannot provide you with access to your Personal Information, we will endeavor to inform you of the reasons why, subject to any legal or regulatory restrictions.

If you no longer wish to have your information collected by an application installed on a mobile device, you may uninstall the application by using the standard uninstall processes available on the mobile device or via the mobile application marketplace or network.

## *2. Closing Accounts*

If you no longer wish to use our Services, you may close your account by [contacting us](https://www.learninga-z.com/site/contact/support) (<https://www.learninga-z.com/site/contact/support>). Adults with teacher access may remove a student account by deleting the student from their classroom roster. Adults with parent access may do this by contacting the account holder, such as the school, to request deletion of their child's information. The school may contact Learning A-Z at [support@learninga-z.com](mailto:support@learninga-z.com) (<mailto:support@learninga-z.com>) by call 1-866-889-3729.

If you close your account, we have no obligation to retain your information, and we may delete any or all of your information without liability. However, we may retain information related to you if we believe it may be necessary to prevent fraud or future abuse, if required by law, or for legitimate business purposes, such as analysis of aggregated, Non Personal Information, account recovery, auditing our records, and enforcing our rights and obligations under our agreements. We disclaim any liability in relation to the deletion or retention (subject to the terms of this Privacy Policy) of information or any obligation not to delete your information.

## **6. Using the Services Outside the United States**

We are based in the United States, and the information we collect is governed by and operated in accordance with United States law. If you are using the Services outside the United States, you consent to having your information and data transferred to the United States. While users from countries other than the United States may access certain of our Services, we make no representation that the Services are operated in accordance with the laws or regulations of, or governed by, other nations. If you are from any jurisdiction with laws or regulations governing the use of the Internet, including the collection, use and disclosure of Personal Information, that are different from those of the United States, you may only use the Services in a manner lawful in your jurisdiction.

## **7. How We Protect Information**

We use reasonable technical, administrative, and physical security measures designed to safeguard and help prevent unauthorized access to your information, maintain data security, and correctly use the information we collect. These measures include, but are not limited to, the use of encryption, physical access controls, information access controls, and anti-virus and anti-malware software.

Additionally, your account is protected by the password you use to access your online account, and we urge you to take steps to keep your username and password safe. Teacher and parent users are responsible for maintaining the confidentiality of their usernames and passwords, including student usernames and passwords. If you feel your password or a password of a student user has been compromised, you should change it immediately. When you are finished using our Services, you should log out of your account and exit your browser. Teacher and parent users are also responsible for notifying us immediately of any known or suspected unauthorized use(s) of account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of login credentials. Any fraudulent, abusive, or otherwise illegal activity on your account may be reported to appropriate law enforcement agencies by us.

Please be aware that, despite our best efforts, no security measures are perfect or impenetrable. We cannot guarantee or warrant the security of any information you disclose or transmit to us on or through the Services and cannot be responsible for the theft, destruction, loss or inadvertent disclosure of your information.

## **8. Links to Other Websites**

We may provide links to other websites that we believe may be of interest to our users. However, we are not responsible for the privacy practices employed by those websites, nor are we responsible for the information or content they contain. This Privacy Policy applies solely to information collected by us through our Services; thus, when you use a link to navigate to a third-party website, this Privacy Policy is no longer in effect. We encourage our users to read the privacy policies of these other websites before proceeding to use them.

## **9. Contact Us**

Teachers, parents, and other adult visitors over 18 with questions or comments regarding this Privacy Policy may contact us using the information below:

- Attn: Customer Service Manager

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- Email: [support@learninga-z.com](mailto:support@learninga-z.com) (<mailto:support@learninga-z.com>); [COPPAPrivacy@ikeepSAFE.org](mailto:COPPAPrivacy@ikeepSAFE.org) (<mailto:COPPAPrivacy@ikeepSAFE.org>).
- Phone: 1-866-889-3729
- Address:

LEARNING A-Z  
1840 E RIVER RD STE 220  
TUCSON AZ 85718-5997  
USA

## 10. Changes to This Privacy Policy

We may periodically make changes to this Privacy Policy, including changes to keep pace with changing technology and as new or changed Services are released. We expect most such changes to be minor. Any non-material changes will take effect immediately upon posting of an updated Privacy Policy on our Services. You should periodically check our Privacy Policy for updates. However, there may be cases where changes to the Privacy Policy may be more significant. In such cases, we will first provide notice to users who are affected. If we make changes to this Privacy Policy that may affect our collection or use of Personal Information from children under 13, we will give notice and obtain the prior verifiable consent of a parent or legal guardian. See our [Children's Privacy Policy](#) (</knowledgebase/s/article/Childrens-Privacy-Policy?r=326&ui-knowledge-components-aura-actions.KnowledgeArticleVersionCreateDraftFromOnlineAction.createDraftFromOnlineArticle=1>) for more information about those practices.

Your continued use of the Services after the effective date of the Privacy Policy will constitute acceptance of any changes. If you do not agree to the revised Privacy Policy, please refrain from using the Services.

Policies

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Terms And Security

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

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

[Contact Support](#)

### Related Articles

- [Children's Privacy Policy \(/knowledgebase/s/article/Childrens-Privacy-Policy\)](/knowledgebase/s/article/Childrens-Privacy-Policy) 👁 3.13K

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- [Purchasing for New Customers \(/knowledgebase/s/article/purchasing-for-new-customers\)](/knowledgebase/s/article/purchasing-for-new-customers) 👁 11.98K

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- [Purchasing as a Parent \(/knowledgebase/s/article/Purchasing-as-a-Parent\)](/knowledgebase/s/article/Purchasing-as-a-Parent) 👁 4.22K

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- [Terms of Service \(/knowledgebase/s/article/Terms-of-Service\)](/knowledgebase/s/article/Terms-of-Service) 👁 91.45K

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- [Trial Adventure Terms and Conditions \(/knowledgebase/s/article/Trial-Adventure-Terms-and-Conditions\)](/knowledgebase/s/article/Trial-Adventure-Terms-and-Conditions) 👁 616

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# Title Content

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## Terms of Service

*Last Updated July 31, 2020*

### Learning A-Z Terms of Service

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

#### 1. ACCEPTANCE OF TERMS

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

#### 2. DESCRIPTION OF SERVICE

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

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

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

### **3. LICENSE USAGE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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# Learning A-Z License Order Form

Date: 05/18/22

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

847-675-8234  
jstephen@sd74.org

## Payment Information

Check or PO should be made payable to Learning A-Z.

Thank you for ordering from Learning A-Z, Jordan Stephen!  
**Your order number is 9799824.**  
**Please include this order number on your purchase order.**

Please print this page for your records and **submit a copy with your payment**

Products	Type	License Terms	List Price	Final Cost
Raz-Plus.com	Renew	25 classrooms, 1 year	\$5,700.00	\$5,032.75
ELL Edition	Renew	6 classrooms, 1 year	\$408.00	\$408.00
VocabularyA-Z.com	Renew	20 classrooms, 1 year	\$2,280.00	\$2,280.00

Final Cost	
Sales Tax:	\$0.00
<b>YOUR TOTAL COST:</b>	<b>\$7,720.75</b>

**Balance Due: \$7,720.75**

All prices are in U.S. dollars.

Prepared by: Raquel Castro

1840 E RIVER RD STE 220  
TUCSON AZ 85718-5997  
USA  
toll-free: (866) 889-3729  
fax: (520) 327-9934  
[raquel.castro@learninga-z.com](mailto:raquel.castro@learninga-z.com)

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3. Bill To information
4. The product(s) being purchased
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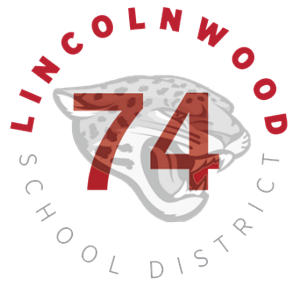
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Thank you for your business!

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## Executive Summary Finance Committee Meeting

DATE: June 9, 2022

TOPIC: Nearpod renewal for 2022-2023 School Year

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

Lincolnwood School District 74 has subscribed to Nearpod for the past year. Teachers use this tool to provide interactive activities to lessons to engage students. Nearpod enriched lessons give students the opportunity for interaction and immediate feedback by having them draw on maps or diagram ideas, respond to a poll question, post a note or images to a collaboration board, take a multiple-choice quiz, or participate in a gamified challenge. All of these activities provide data which can immediately be collected and used by teachers to measure comprehension and growth, within any discipline they are teaching.

The team has been discussing many tools and resources that are available within the District. After a detailed review of Nearpod, and all of its included features and upgrades, we arrived at the decision that this product can easily replace a number of the individual functions that other products provide. Many of our District teachers are using this product daily and the team will continue to push professional development on Nearpod, while discontinuing other redundant product subscriptions.

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

### **Fiscal Impact:**

\$9,000. The District paid \$8,100 for the same services for the 21-22 school year.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the Nearpod subscription in the amount of \$9,000 for the 2022-2023 school year Nearpod Inc.

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### *Highlights*

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2. There may be other terms that apply to you (e.g. if we sign a separate agreement with you).
3. Regardless of the type of account you have, there are two kinds of users: Teachers (i.e. presenters) and Students (i.e. those who join lessons via codes or via a Student Account provisioned by their school/district administrator). By registering for Nearpod you’re representing

that you're an adult, that you have the ability to and, in fact, do provide consent for the child(ren) to use Nearpod, and that any child(ren) who uses Nearpod at your direction will follow the rules.

4. Nearpod does not intend for students and/or minors to sign up to the Nearpod Materials on their own; rather, Nearpod's features permit administrator holders of School or District licenses to enable the creation of student accounts.
5. You're promising that if you're representing a school or district, you're able to agree to these terms on behalf of your organization and provide consent on behalf of students. You're designating us a school official as defined by FERPA. We base our COPPA required verifiable consent from teachers.
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7. If you're a minor outside the US, you should review these terms with your parent or guardian.
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9. For Silver, Gold, or Platinum Accounts: These are individual accounts for teachers. You can only sign up for these if: you're an adult, currently employed by a school or district and remain employed by school or district during the term of your license. You can only use the account for access to students if you have the right to do so by your school.
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### *Terms*

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A. *Accounts.* Nearpod has two types of accounts: individual accounts (e.g. Silver, Gold, or Platinum) or Institution accounts (e.g. School or District) as more particularly described below. All of these accounts are meant for Educator Nearpod Users. Students do not need accounts to access the Nearpod Materials; however, administrators of Institution accounts will have the option to enable the Student Account feature

(as more particularly explained below). Additionally, Nearpod offers non-education related accounts for enterprise customers. Nearpod reserves the right to change, add, or remove the types of accounts offered and/or how they're named at any time.

<p><b>Individual Accounts.</b></p>	<p>The Silver, Gold, and Platinum Accounts are meant for individual users, collectively or individually, as the context may require, they are referred to as “Individual Accounts”. They each have different features, however the following terms are the same for all Individual Accounts. Individuals may only register for an Individual Account if (i) they are an adult (according to the rules of the country where they are located) and (ii) are currently employed by a school (public or private), a school district, or other licensed educational institution. To be eligible for an Individual Account, the Educator Nearpod User must be employed at an educational institution at all times during the subscription period. Furthermore, your employment status must be independently verifiable and you may only use the Teacher Account to provide access for students if you have authorization to do so and ability to provide consent on their behalf for purposes of COPPA. By registering for an Individual Account, you represent and warrant that (i) you have the authorization to enter into these Terms on behalf of the educational institution in which you are employed and to use the Nearpod Materials as part of your learning activities; (ii) that you have the authorization to use the Nearpod Materials in accordance with any requirements you and your educational institution have under applicable laws, including, but not limited to FERPA. If at any time you are no longer employed at, or no longer have permission to use the Nearpod Materials, you agree that you will notify us immediately at: <a href="mailto:privacy@nearpod.com">privacy@nearpod.com</a>.</p>
<p><b>School Accounts.</b></p>	<p>School accounts are available to elementary and secondary educational Institutions to be used exclusively by the purchasing Institution, its employees, and its students. A school will be given access for the number of Educator Nearpod User licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a license (e.g. <a href="mailto:scienceteachers@abcschool.com">scienceteachers@abcschool.com</a> is not a permissible use and a violation of these Terms).</p>
<p><b>District Accounts.</b></p>	<p>District accounts are available to public school districts to be used exclusively by the purchasing district's employees and its students. A district will be given access for the number of Educator Nearpod User licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a</p>

	license (e.g. scienceteachers@abcschool.com is not a permissible use and a violation of these Terms).
<b>Higher Education Licenses.</b>	Higher Education Licenses are available to institutions of higher education to be used exclusively by the purchasing institutions' employees and its students. A higher education institution will be given access for the number of Educator Nearpod User licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their institution-provided email address. Shared access to a license (e.g. scienceteachers@abcschool.com is not a permissible use and a violation of these Terms).
<b>Enterprise Nearpod Licenses.</b>	Enterprise Licenses are available to companies to be used exclusively by the purchasing company's employees. A company will be given access for the number of licenses purchased for its users and administrators, just like the Educator Nearpod Users. Each license must be assigned to an individual user within the purchasing company using their company-provided email address. Shared access to a license (e.g. scienceteachers@abccompany.com is not a permissible use and a violation of these Terms).
<b>Student Accounts.</b>	Administrators of an Institutional Account shall have the ability to opt in to this feature. The default of this feature shall be an opt-out. Should an administrator opt out of Student Accounts, then Student Nearpod Users will be able to continue use of the Nearpod Materials through the participation portion of the platform by entering a "join" code.

The following refers to Educator Nearpod Users and those who are provisioned with a Student Account only. In order to access the Nearpod Materials, you may be required to provide certain information (such as name, email, etc.) as more particularly described in our [Privacy Policy](#). You agree that any information you provide will always be accurate and complete, and you agree to update any such information if it changes.

*B. Passwords.* Accounts -- whether an educator account or a student account -- cannot be shared. You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Nearpod Materials and you are responsible for all activities that occur under your account(s). Furthermore, you are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you. If you become aware of any unauthorized use of your password or of your account, you agree to notify Nearpod immediately at [privacy@nearpod.com](mailto:privacy@nearpod.com).

*C. Payments.*

i. For Individual Licenses that are "Paid Accounts" (i.e. Gold or Platinum):

1. Nearpod offers you the option of upgrading your Individual account to a Paid Account which would increase your storage and enable additional features for a fee. If you choose to upgrade, your account will be converted to a Paid Account and will not be subject to some of the restrictions placed on Free Accounts as described at <https://nearpod.com/pricing>. We may change our subscription fee at any time, at our sole discretion, at the end of your subscription period as long as we notify you first by either emailing you to the address associated with your account or by posting on our website.
2. Nearpod accepts credit cards and will automatically charge your payment instrument on file before upgrading your account, if available; or request the necessary information if we do not. In the event we are not able to charge your payment instrument for applicable charges, we may suspend your account until due amounts are paid. Additionally, if your Nearpod balance is not paid within seven (7) calendar days after Nearpod provides you with notification that your account is in arrears, Nearpod reserves the right to use our discretion to delete some or all of your files so as to reduce your storage space and to convert your Nearpod Paid Account back to a free account.
3. The fees for your Paid Account will be billed from the date you convert to a Paid Account and on each year thereafter unless and until you cancel your account. Nearpod will automatically bill your credit card on the calendar day corresponding to the commencement of your Paid Account and annually thereafter. All fees and charges are prepaid and nonrefundable, and there are no refunds or credits for partially used periods. If payment is not received from the credit card issuer, you agree to pay all amounts due upon demand. You must provide current, complete and accurate billing and credit card information, and you agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of the credit card may charge a foreign transaction fee or related charges, which you shall be responsible to pay.
4. *Cancelling your account.* You may cancel your Nearpod Paid Account at any time, and cancellation will be effective upon expiration of your then-current subscription term by contacting [support@nearpod.com](mailto:support@nearpod.com). Your Paid Account will continue until you cancel your Paid Account or we terminate it, according to the terms above. You must cancel your Paid Account before it renews in order to avoid billing of the next period's fees to your credit card. Should you elect to cancel your Paid Account, please note that you will not be issued a refund for any previous payments.
5. *Taxes.* If Nearpod has the legal obligation to pay or collect taxes for which you are responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of Nearpod's performance under these Terms, the appropriate amount shall be invoiced to and paid by you, unless

you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

ii. For Institution Accounts and Enterprise Accounts:

1.

1. Educational institutions are charged directly for the services. Nearpod accepts credit cards and certain other specified payment methods. This Agreement shall be renewed automatically for successive periods of one (1) year unless you provide Nearpod with a written notice to the contrary ninety (90) days prior to the end of each renewal term. Each Renewal Term shall incorporate and be governed by Nearpod's then current pricing.
2. If a credit card is used to make a purchase for more than Five Thousand Dollars (\$5,000.00), an additional fee may be assessed.
3. All fees and charges are prepaid and nonrefundable, and there are no refunds or credits for partially used periods.

**4. Nearpod Materials and Content Ownership and License.**

*a. Nearpod's Ownership.* The Nearpod Materials (including past, present, and future versions) contain Content that is owned by or licensed to us. **Content** means all the text, graphics, user interfaces, visual interfaces, photographs, logos, sounds, music, artwork, activities, assessments, printables, pictures, video, animation, characters, audio clips, trademarks, trade names, service marks, computer code displayed on or available through the Nearpod Materials; the design, layout, look, appearance, structure, selection, coordination, expression, arrangement and graphics of such materials, all materials and other items relating to the Nearpod Materials, the Nearpod services and the Nearpod products; and any and all other forms of intellectual property. Reproduction of the Nearpod Materials or Content outside the Nearpod Materials' functionality is prohibited. Nearpod owns all legal rights, title, and interest in and to the Nearpod Materials or Content, including any intellectual property rights, whether those rights are registered or not, and wherever in the world those rights may exist, subject to the rights of third-parties from whom Nearpod licenses Content.

*b. License.* Subject to your strict compliance with these Terms, our [Privacy Policy](#), any additional terms that may be mutually agreed, and your payment of any applicable subscription fees, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable, and non-assignable license and right to access, use, reproduce, distribute, publicly perform, and display the Nearpod Materials and Content. The license does not give you any ownership or interest in any intellectual property of the Nearpod Materials or Content and you cannot otherwise use the Content or Nearpod Materials, without our express, prior, written consent. Nearpod and/or our licensors hereby reserve all rights in and to the Nearpod Services or Content (as the context may require) not expressly granted in these Terms. Except as expressly permitted in these Terms or with Nearpod prior express written consent, no part of the Nearpod Materials or Content may be used, copied, reproduced, distributed, uploaded, posted, publicly displayed, translated, transmitted, sold, licensed, or otherwise used for any reason whatsoever.

*c. User-Generated Content.*

i. By using the Nearpod Materials, you may provide or create contents and any other materials, information, ideas, concepts, and know-how (“User-generated Content”). Under no circumstances will Nearpod become liable for any payment to you for any information that you provide. You, and not Nearpod, are solely responsible for any User-Generated Content you make available through your use of the Nearpod Materials. Nearpod does not control the User-Generated Content hosted via the Nearpod Materials, nor does it guarantee the accuracy, integrity or quality of such User-Generated Content. Except as expressly set forth in these Terms, users shall retain all rights, including intellectual property rights, for User-Generated Content that they create with their Nearpod account, unless they enter a publishing agreement with Nearpod. You acknowledge that all posted User-Generated Content is stored on and made available through the Nearpod Materials by Nearpod’s servers and not on your device. You understand that all User-Generated Content is provided to you through the Nearpod Materials only on an “as-available” basis and Nearpod does not guarantee that the availability of the User-Generated Content will be uninterrupted or error free.

ii. Although the Nearpod account owner is and remains the owner of any User-Generated Content, and data, including student content and data, submitted through the Nearpod Materials, you grant us a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and transferable right and license to use, reproduce, publish, display, modify, make derivative works of, transmit and copy your anonymized content and to additionally distribute and publicly perform your content in connection with the Nearpod Materials and Nearpod’s (and its successor’s) business, in any media formats and through any media channels for the purposes of delivering the services to you. Additionally, You grant Nearpod the irrevocable, perpetual, worldwide, sublicensable, transferrable, right to use your information solely on an aggregated and anonymized basis (“Aggregated Data”). Nearpod represents and warrants it will not use student personal information for third party marketing. Finally, You also hereby grant to each user of the Nearpod Materials a non-exclusive license to access and view your anonymized User-Generated Content as permitted by the functionality of the Nearpod Materials and these Terms. Notwithstanding the immediately preceding sentence, or anything else to the contrary, the Nearpod Materials only make your content available to others if you choose to allow it. For the avoidance of doubt, such anonymized User-Generated Content shall not include any personally identifiable information.

*d. Nearpod Materials, Content Use Restrictions, and Customer Obligations.*

i. You will not and will not attempt to: (i) license, sublicense, copy, duplicate, distribute, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the Nearpod Materials or Content (including, without limitation, the

reproduction, sale, trading or resale of Nearpod Materials or Content customized by other Nearpod users) without our prior written agreement; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Nearpod Materials are compiled or interpreted, and you acknowledge that nothing in these Terms will be construed to grant you any right to obtain or use such code; (iii) create any derivative product from of the foregoing, without our prior consent; (iv) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, or pledge as security or otherwise encumber, your rights under these Terms; (v) remove any title, trademark, copyright, or restricted rights notices or labels from the Nearpod Materials or related documentation; or (vi) share accounts. **We take privacy seriously. As such, if you (or in the case of a school, district, or multi-seat license account, as administrator) learn that the license users are sharing accounts, you must notify the user that they are not to share accounts or passwords. If the user continues to share their account or password with someone else, you must notify us at [privacy@nearpod.com](mailto:privacy@nearpod.com) within twenty-four (24) hours.** Notwithstanding anything to the contrary in this section or otherwise, the Nearpod Materials may include functionality that will allow you to create new content slides, delete slides and certain other editing functionality. These activities are permitted to the extent enabled within the Nearpod Materials, provided that such edited content is used solely for private educational purposes of the user. Nearpod reserves the right to modify or discontinue the Nearpod Materials or any version(s) thereof at any time in its sole discretion, with or without notice.

ii. You will be responsible for (i) internet connectivity needed to access the Nearpod Materials; (ii) your (and in the case of a school, district, or multiple user seat license your employees, agents, members, contractors, or representatives') compliance with these Terms and our Privacy Policy ([www.nearpod.com/privacy-policy](http://www.nearpod.com/privacy-policy)); and (iii) your User-Generated Content (and in the case of a school, district, or multiple user seat license) your employees, agents, members, contractors, or representatives' user-generated content, as more particularly described above.

iii. You may not use the Nearpod Materials in any manner that in our sole discretion could damage, disable, overburden, impair or interfere with any other party's use of them. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Nearpod Materials. You agree not to scrape or otherwise use automated means to access or gather information from the Nearpod Materials, and agree not to bypass any robot exclusion measures we may put in place. In addition, you agree not to use false or misleading information in connection with your user account, and acknowledge that we reserve the right to disable any user account with a profile which we believe (in our sole discretion) is false or misleading (including a profile that impersonates a third party).

iv. In connection with your User-Generated Content, you further agree that you will not: (i) use material that is subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Nearpod all of the license rights granted herein; (ii) use material that is unlawful, defamatory, libelous, threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate; or (iii) post advertisements or marketing content or solicitations of business, or any content of a commercial nature.

v. We may provide various open communication tools on the Nearpod Materials for Educator Nearpod Users, such as blog comments, blog posts, chat forums, message boards, and the like. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i) is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii) infringes any trademark, copyright, trade secret, or other proprietary right of any party; (iii) attempts any type of unauthorized advertising; or (iv) violates any applicable law or regulation.

*e. Content created by Third-Parties.*

i. The Nearpod Materials provide the ability for Educator Nearpod Users to create their own content that can be shared to third-parties (never directly with students, unless the creator is the students' educator). You acknowledge and agree that Nearpod is not responsible and shall have no liability for the content created by Nearpod Educator Users. You hereby acknowledge that you may be exposed to content from other users that is inaccurate, offensive, obscene, indecent, or objectionable when using the Nearpod Materials, and further acknowledge that Nearpod does not have any obligation to monitor such content for any purpose. Furthermore, as a teacher and/or educator, you hereby acknowledge that you will review content that others may provide or share with you, prior to sharing or showing it to your students. However, we reserve the right at all times to determine whether content is appropriate and in compliance with these Terms, and may pre-screen and remove content at any time if such content is found to be in violation of these Terms and Conditions or is otherwise objectionable.

ii. Additionally, the Nearpod Materials may access third-party services through API's or links to third-party providers. You acknowledge and agree that Nearpod is not responsible and shall have no liability for such third-party sites and services, products or services made available through them, or your use of or interaction with them. Whether the third-party content appears within our Services (such as in an embedded video player, including but not limited to [YouTube](#)), or you leave our Services to view the content on another website, the third party is in control of and independently produces, maintains, and monitors the content and third-party sites. When you

watch third-party content that is made available through the Services or navigate to such third-party sites, you become subject to the third party's terms of use and privacy policies. You should review the privacy policies of these third-party sites for their policies and practices regarding the collection and use of your information as their policies may differ from ours. We do not accept any responsibility or liability for the privacy practices of third parties.

*f. Wireless Features.* Use of Nearpod's mobile applications requires usage of data and messaging services provided by your wireless service carrier. You acknowledge and agree that you are solely responsible for data usage fees, messaging fees and any other fees that your wireless service carrier may charge in connection with your use of the Nearpod Materials.

*g. Rights to Process Data.* You represent and warrant that you have the proper authority to designate and, as a result of engaging with the Nearpod Materials do hereby designate Nearpod a "school official" within the meaning of FERPA. Nearpod will be under your direction with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and we may use personally identifiable information and education records only as set forth under these Terms.

h. Please note: if an Institutional Account requires additional privacy agreements to be executed, please email: [vendorforms@nearpod.com](mailto:vendorforms@nearpod.com).

#### **5. Copyright Claims (Digital Millennium Copyright Act).**

a. Nearpod respects the intellectual property rights of others and requires that the people who use the Nearpod Materials do the same. It is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Please note that you will be liable for damages (including costs and attorneys' fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

b. If you believe that your work has been copied and is accessible on the Nearpod Materials in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

i. 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.

ii. 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 Nearpod to locate the material (e.g., URL).

iii. Information reasonably sufficient to permit Nearpod to contact you, such as name, postal address, telephone number, and, if available, an email address at which you may be contacted.

iv. Include the following statement: "I have a good faith belief that use of the material described above in the manner complained of is not authorized by the copyright owner, its agent, or the law."

v. Include the following statement: "The information in the notification is accurate, and under penalty of perjury, I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

vi. A physical, electronic or digital signature, in a form reasonably acceptable to Nearpod, of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

vii. Send written communication to the following contact: **Nearpod Inc., Attn: Legal Department, 1855 Griffin Rd., A290, Dania Beach, FL 33004**

viii. Send electronically-signed communication to [legal@nearpod.com](mailto:legal@nearpod.com).

c. DMCA Counter-Notification Procedure: After receiving a notification of alleged infringement, Nearpod will remove or disable access to the material claimed to be infringing or claimed to be the subject of infringing activity. At the same time, Nearpod will provide the provider of affected material with a copy of the notice. The provider of affected material may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. Please be advised that you may be held liable for damages if you make material misrepresentations pursuant to federal law in the counter notification. When we receive a counter notification, we may reinstate the material in question. To file a counter notification with us, the provider of affected material must provide a written communication (by postal mail, overnight mail, or, when digitally-signed, by email) that sets forth the items specified below. To expedite our ability to process your counter notification, please use the following format (including section numbers):

i. Identify the material that Nearpod has removed or to which Nearpod has disabled access and the location at which the material appeared before it was removed or access to it was disabled.

ii. Provide your name, postal address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in Miami, Florida (if your address is outside of the United States, for any judicial district in which Nearpod may be found), and that you will accept service of process from the person who provided the initial notification of infringement or an agent of such person.

iii. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the removed material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."

iv. Sign the paper or affix an electronic or digital signature to the communication in a form reasonably acceptable to Nearpod.

v. Send written communication to the following address: **Nearpod Inc., Attn: Legal Department, 1855 Griffin Rd., A290, Dania Beach, FL 33004.**

vi. Send electronically- or digitally-signed communication to [notices@nearpod.com](mailto:notices@nearpod.com). Upon receipt of a counter notification in substantial compliance with the DMCA, Nearpod will provide the person who provided the initial notification of claimed infringement with a copy of the counter notification promptly. After receipt of the counter notification, Nearpod will generally replace the removed material and cease disabling access to it, unless Nearpod's designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order regarding the removed material.

d. Nearpod is generally unable to evaluate the merits of trademark disputes because trademark rights may be based on registration or common law use, exist only for certain categories of goods or services and may differ internationally. Therefore, Nearpod expects you to resolve trademark disputes directly with the individual rather than utilizing Nearpod as an intermediary.

## **6. Collection of Data.**

a. Nearpod's Privacy Policy, at <https://nearpod.com/privacy-policy> (the "Privacy Policy"), describes the collection, use and disclosure of data and information (including location and usage data) by Nearpod in connection with the Nearpod Materials. The Privacy Policy, as may be updated by Nearpod from time to time in accordance with its terms, is hereby incorporated into these Terms and Conditions, and you hereby agree to the collection, use and disclose practices set forth therein.

b. We reserve the right to anonymously track and report a user's activity inside of the Nearpod Materials using non-personally identifiable information as more fully discussed in our [Privacy Policy](#). We will not advertise or market to students who use Nearpod, nor will any student information collected by Nearpod

be shared with third parties for advertising and marketing purposes. For teachers, Nearpod may send marketing emails to the address associated with the account. In addition, Nearpod may use targeted advertising on third party sites. Moreover, Nearpod will send out emails to teacher-users who may be eligible for a contest, sweepstakes, survey, or similar promotion that Nearpod may host. Nearpod does not run these types of promotions for students.

## **7. Termination and Suspension of Services.**

a. We may, at our sole discretion, suspend or terminate your access to all or part of the Nearpod Materials with or without notice and for any reason, including, without limitation, breach of these Terms and Conditions.

## **8. Representations, Warranties and Disclaimers.**

### *a. Representations and Warranties by You.*

i. You represent and warrant that, in connection with these Terms and Conditions or the Nearpod Materials: (i) your use of the Nearpod Materials will be in strict accordance with these Terms and Conditions and with all applicable laws and regulations (including, without limitation, any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content); (ii) your User-Generated Content and your use of the Nearpod Materials will not infringe or misappropriate the intellectual property rights of any third party; (iii) you will not and will not attempt to re-join or attempt to use the Nearpod Materials if Nearpod has banned or suspended you; (iv) you will not and will not attempt to defraud Nearpod or another user; (v) that you, to the extent applicable, are duly organized, validly existing and in good standing under the laws of the jurisdiction of your incorporation or organization; (vi) that the execution or performance of these Terms will not conflict with or violate any provision of any law applicable to you; (vii) that by purchasing a subscription, creating an account, or otherwise using the Nearpod Materials you agree (and in the case of a school, district, or multi-seat license you agree on behalf of your accounts' users) to be bound by these Terms, that these terms will constitute a valid and binding obligation on you (and in the case of a school, district, or multi-seat license you agree on behalf of your accounts' users), and will be enforceable against you in accordance with the terms herein; (viii) you will comply with with all applicable laws, statutes, regulations, or rules, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), Children's Online Privacy Protection Act ("COPPA") and the Protection of Pupil Rights Amendment ("PPRA")(collectively "Laws"); and (ix) you will not and will not attempt to use another user's account or allow another person to use your user account. In addition to the representations and warranties above, Districts and/or Schools further represent and warrant that it and its members, employees, contractors, permitted successors, permitted assigns, permitted administrators, and permitted legal representatives will not share accounts between two or more users. User accounts may be reassigned to accommodate District's users changes, such as employee turnover, upon notice to Nearpod during the Subscription Period.

ii. Any illegal activities undertaken in connection with the Nearpod Materials may be referred to the authorities.

*b. Disclaimer of Warranties by Nearpod.*

i. THE NEARPOD MATERIALS ARE PROVIDED "AS IS." NEARPOD AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEARPOD DOES NOT MAKE ANY WARRANTY THAT THE NEARPOD MATERIALS WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED, OR THAT THE NEARPOD MATERIALS OR THE SERVERS THAT MAKE AVAILABLE THE FEATURES AND FUNCTIONALITY THEREOF ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

ii. YOU UNDERSTAND THAT YOU USE THE NEARPOD MATERIALS AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICES AND FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF SUCH CONTENT. WE DO NOT PROVIDE ANY WARRANTY OR GUARANTEE AS TO THE ACCURACY, PERFORMANCE, COMPLETENESS, OR SUITABILITY OF THE INFORMATION AND MATERIALS FOUND OR OFFERED ON THE NEARPOD MATERIALS. YOU ACKNOWLEDGE THAT SUCH INFORMATION AND MATERIALS MAY CONTAIN INACCURACIES OR ERRORS AND WE EXPRESSLY EXCLUDE LIABILITY FOR ANY SUCH INACCURACIES OR ERRORS TO THE FULLEST EXTENT PERMITTED BY LAW. NEARPOD DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE NEARPOD SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, LOSS OR REMOVAL. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

iii. It is your responsibility to maintain appropriate alternate backup of your information and data.

**9. Limitation of Liability.**

a. IN NO EVENT, EVEN IF NEARPOD OR A NEARPOD-AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WILL NEARPOD OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS (INCLUDING YOUR INTERACTIONS WITH OTHER USERS)

UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT FOR SUBSTITUTE PRODUCTS OR SERVICES; (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (IV) FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY YOU TO NEARPOD. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE NEARPOD'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

**10. Indemnification.**

a. You agree to indemnify and hold harmless Nearpod, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs and expenses, including attorneys' fees (any of the foregoing, a "Claim"), arising out of or relating to your use or misuse of the Nearpod Materials, including but not limited to your breach of these Terms and Conditions or infringement, misappropriation or violation of the intellectual property or other rights of any other person or entity, provided that the foregoing does not obligate you to the extent the Claim arises out of Nearpod's willful misconduct or gross negligence. Nearpod reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these Claims.

**11. Arbitration.**

a. This Section is referred to herein as the "Arbitration Agreement." The parties that any and all controversies, claims, or disputes between you and Nearpod arising out of, relating to, or resulting from these Terms and Conditions, shall be subject to binding arbitration pursuant to the terms and conditions of this Arbitration Agreement, and not any court action (other than a small claims court action to the extent the claim qualifies). The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. THIS PARAGRAPH IS REFERRED TO AS THE "CLASS ACTION WAIVER." THE PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

c. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures (the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between the AAA Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms and Conditions as a court would, including without limitation, the limitation of liability provisions above. You may visit <http://www.adr.org> for information on the AAA and <http://www.adr.org/fileacase> for information on how to file a claim against Nearpod.

d. The arbitration shall be held in Broward County, Florida. If the value of the relief sought is \$10,000 or less, you or Nearpod may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on each party, but subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by either or both parties unless the arbitrator requires otherwise.

e. The arbitrator will decide the substance of all claims in accordance with the laws of the state of Florida, without regard to its conflicts of laws rules, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Nearpod Materials users, but is bound by rulings in prior arbitrations involving you to the extent required by applicable law.

f. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA's Rules. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees.

g. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

h. If a court decides that any term or provision of this Arbitration Agreement other than the Class Action Waiver is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of the Class Action Waiver is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Terms and Conditions will continue to apply.

## **12. General Terms.**

*a. Changes to these Terms and Conditions.* Nearpod may make modifications, deletions and/or additions to these Terms and Conditions ("Changes") at any time. Changes will be effective: (i) thirty (30) days after Nearpod provides notice of the Changes, whether such notice is posted to Nearpod, is sent to the email

address associated with your account, or otherwise; or (ii) when you opt in or otherwise expressly agree to the Changes or a version of these Terms and Conditions incorporating the Changes, whichever comes first.

*b. Communications by Us.* Under these Terms and Conditions, you consent to receive communications from Nearpod electronically.

*c. Feedback.* You may, under certain circumstances, share feedback or ideas with us regarding the Nearpod Materials or Content. If you choose to share your feedback with us, you understand that (i) we are not required to take any action based on your feedback, or (ii) if we do take action based on your feedback, (x) you will have no expectation of review, approval, payment, or consideration of any type for any such feedback or ideas and (y) Nearpod will be free to use and exploit the feedback or ideas in our sole and absolute discretion.

*d. Publicity.* We may advertise, publicly announce, or provide to any other person, information relating to the existence of this agreement or use your (and in the case of your school or district its) name or logo, in any format for any promotion, publicity, or marketing of the Nearpod Materials.

*e. Governing Law and Jurisdiction.* Except to the extent that applicable law, if any, provides otherwise, these Terms and Conditions and any access to or use of the Nearpod Materials will be governed by the laws of the state of Florida, U.S.A. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions or the Nearpod Materials that is not subject to arbitration under the Arbitration Section shall be filed only in the state or federal courts in Broward County, Florida (or a small claims court of the above-referenced jurisdiction) and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

*f. Waiver.* The failure of any party at any time to require performance of any provision of these Terms and Conditions shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms and Conditions shall not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms and Conditions.

*g. Severability.* If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

*h. Assignment.* These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Nearpod without restriction.

*i. Entire Understanding & Amendments.* This is the entire agreement between us relating to the subject matter herein and shall not be modified except in a writing, signed by both parties, or by a change to these Terms and Conditions made by Nearpod as set forth above.

*j. Headings.* The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

*k. Drafting.* You agree that these Terms and Conditions will not be construed against us because we drafted them.

*l. Contact Information:* Nearpod Inc., 1855 Griffin Rd., A290, Dania Beach, FL 33004.

If you have any questions or comments about these Terms and Conditions or our [Privacy Policy](#), you can contact us at: [privacy@nearpod.com](mailto:privacy@nearpod.com).

For the previous versions of our terms and conditions, please click [here](#).

Posted Date: 6/15/2021

Effective: 8/1/21

If you are a Pearson Powered by Nearpod User, these terms and conditions do not apply to you; rather a different set of terms and conditions found [here](#) apply instead.

\* You can review Youtube's Privacy Policy [here](#); and update or revoke your Google Permissions [here](#).



**Quote ID: 169539**

**Sales Order For:**

Jordan Stephen  
 LINCOLNWOOD SD 74  
 6950 N EAST PRAIRIE RD  
 LINCOLNWOOD, Illinois 60712  
 UNITED STATES

**Nearpod Contact:**

Patrick Jean Baptiste  
 1855 Griffin Rd. Suite A-290  
 Dania Beach, FL 33004

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

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

**Service Start: 08/01/2022**

**Service End: 07/31/2023**

Description	Quantity	Volume List Price	Discount	Total
Nearpod Premium Plus - District:  Nearpod Premium Plus, including unlimited access to: <ul style="list-style-type: none"> <li>- Nearpod’s lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features</li> <li>- Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands</li> <li>- Nearpod Video &amp; Activity Library with 5,000+ standards-aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons</li> <li>- District features including larger class</li> </ul>	930 - Students	\$9,275.00	(\$275.00)	\$9,000.00

<p>sizes, unlimited storage, School and District shared Libraries, LMS integration, and more</p> <p>- Premium Plus lesson delivery features, including Live Teacher Annotation and Co-Teaching</p>				
				<p><b>Total</b></p> <p>(USD) \$9,000.00</p>

<p><b>Terms</b></p> <p>This Sales Order is valid until: 07/31/2022  Service will run from 08/01/2022 until 07/31/2023, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$9,000.00.</p> <p>Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.</p> <p>This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <a href="https://nearpod.com/terms-conditions">https://nearpod.com/terms-conditions</a>, the Nearpod Privacy Policy available online at: <a href="https://nearpod.com/privacy-policy">https://nearpod.com/privacy-policy</a>, the Flocabulary Terms of Use available online at: <a href="https://flocabulary.com/terms-of-use/">https://flocabulary.com/terms-of-use/</a>, and the Flocabulary Privacy Policy available online at: <a href="https://flocabulary.com/privacy-policy/">https://flocabulary.com/privacy-policy/</a>, as applicable.</p> <p><b>Training Policy</b></p> <p><b>Training Cancellation Policy</b>  Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.</p> <p><b>Minimum Attendance Policy</b>  Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.</p> <p><b>Free Training Resources</b>  Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <a href="http://nearpod.com/resources">http://nearpod.com/resources</a></p> <p><b>Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.</b></p> <p><b>If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.</b></p> <p><b>Is a PO Required for Purchase? Yes / No</b>  If Yes, please provide PO number below and submit PO with this Sales Order.  If No, please return this Sales Order with Signature below and indicate payment method.</p> <p><b>Purchase Order (Net 30):</b></p>
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Please provide PO #: \_\_\_\_\_

If PO is not provided, payment is due immediately via Credit Card, Check, ACH, or Wire

**Check, ACH or Wire**

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**Credit Card**

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Please provide email address to receive  
secure payment link: \_\_\_\_\_

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

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

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

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

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

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

Jose Carrera /C.E.O.

NAME  
*Jose Carrera*

SIGNATURE

5/16/2022

DATE

**Purchase Orders should be addressed to:**

Nearpod, Inc  
1855 Griffin Rd. Suite A-290  
Dania Beach, FL 33004  
Email: patrick.jeanbaptiste@nearpod.com or FAX: +1 305-655-1999



<b>TITLE</b>	Lincolnwood SD 74/Signed Sales Order
<b>FILE NAME</b>	Sales Order-Nearp...Jean Baptiste.pdf
<b>DOCUMENT ID</b>	0f3541dbd92949e485c70a4f61603776b515ff83
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

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## Document History



SENT

**05 / 16 / 2022**

15:14:37 UTC

Sent for signature to Jose Carrera (pep.carrera@nearpod.com)  
 from laika.sanchez@nearpod.com  
 IP: 104.136.232.220



VIEWED

**05 / 16 / 2022**

17:12:46 UTC

Viewed by Jose Carrera (pep.carrera@nearpod.com)  
 IP: 73.0.57.161



SIGNED

**05 / 16 / 2022**

17:13:17 UTC

Signed by Jose Carrera (pep.carrera@nearpod.com)  
 IP: 73.0.57.161

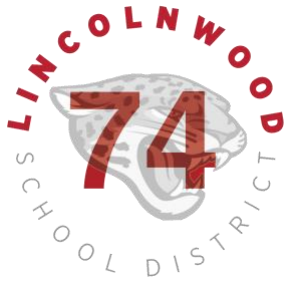


COMPLETED

**05 / 16 / 2022**

17:13:17 UTC

The document has been completed.



## Executive Summary Finance Committee Meeting

DATE: June 9, 2022

TOPIC: Autism Spectrum Rating Scales (ASRS™) Complete Kit Subscription

PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The Board approves all contracts.

The Autism Spectrum Rating Scales (ASRS™) is a nationally standardized, norm-referenced Autism Spectrum Disorder Rating Scale. This multi-informant measure helps identify symptoms, behaviors, and associated features of Autism Spectrum Disorders in children and adolescents aged 2 to 18 years. The ASRS™ can be used in evaluations. Parents and/or teachers may be asked to fill it out. Once the rating scale is completed, our Psychologists would use the online scoring in order to retrieve the results. This information can be used by the team to determine a student's needs or as a data point to evaluate how well a student may be responding to their educational plan.

District Legal Counsel reviewed the Terms and Conditions and Privacy Policy. Counsel authored an Amendment, which the vendor agreed to. The Amendment addressed specific issues (law, venue, etc.) that were problematic and contained language covering the *Student Online Personal Protection Act (SOPPA)*. Counsel also indicated it was acceptable to sign the Exhibit E in the Standard Student Data Privacy Agreement Multi-Health Systems Inc. created with New Lenox School District 122.

### **Fiscal Impact:**

The cost of the Autism Spectrum Rating Scales (ASRS™) Complete Kit Subscription is \$699.

### **Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve this Agreement with Multi-Health Systems Inc for the Autism Spectrum Rating Scales (ASRS™) Complete Kit Subscription in the amount of \$699.

## ASR020 - ASRS Complete Kit - Online \$699.00

I agree to the following terms:

- I acknowledge that the product(s) being purchased require certain qualifications or certification.
- I attest that the use of the product(s) will be restricted to appropriately qualified/certified individuals.
- B-level products require that the user has completed graduate-level courses in tests and measurement at a university or has received equivalent documented training.
- For more information, see [who can order](#).

### **TERMS AND CONDITIONS OF SALE AND USE:**

MHS' Terms and Conditions of Sale and Use (the "Terms") govern all purchases by customers of MHS products, materials, software and/or services (such as any Webinars, Online learning, Simulations and other services). By placing an order for MHS Products, software and services, or by part or total payment of an MHS invoice, you acknowledge that you have read, understood, and agree to be bound by these Terms and you also agree to the collection, use, storage and disclosure of personal information in accordance with MHS' Privacy Policy.

These Terms and Conditions of Sale and Use ("Terms") govern the purchases of MHS Products, materials, software and/or services, including without limitation any Webinars, Online learning, Simulations and other services, (the "Products") and constitute an agreement between a purchaser (the "Purchaser" or "you") and MHS. The collection, use, storage and disclosure of your personal information is subject to the MHS Privacy Policy, the terms of which are hereby incorporated by reference. The purchase of any Product under these Terms between the Purchaser and MHS is also conditional upon the Purchaser meeting the qualification requirements located at <https://mhs.com/who-can-order/>, which are hereby incorporated by reference. These Terms, the qualification requirements, the Privacy Policy and, as the case may be, constitute the entire agreement between the Purchaser and MHS concerning this subject matter, and supersede all discussions, proposals, bids, invitations, orders, and other communications, oral or written, on this subject.

**IMPORTANT – READ CAREFULLY:** BY PLACING AN ORDER FOR PRODUCTS OR BY PART OR TOTAL PAYMENT OF AN MHS INVOICE FOR PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. BY COMPLETING THE PURCHASE PROCESS YOU ALSO AGREE TO THE COLLECTION, USE, STORAGE AND DISCLOSURE OF PERSONAL INFORMATION IN ACCORDANCE WITH MHS' PRIVACY POLICY LOCATED AT [HTTPS://MHS.COM/PRIVACY-POLICY/](https://mhs.com/privacy-policy/) AND TO THE QUALIFICATION LEVELS LOCATED AT [HTTPS://MHS.COM/WHO-CAN-ORDER/](https://mhs.com/who-can-order/).

### **PRICE:**

All prices for Products are in US and Canadian Dollars as indicated and are subject to change without notice. Prices are exclusive of duties and taxes. MHS accepts pre-payment for all orders made by credit card (VISA, MasterCard, American Express) or

institutional purchase orders to fulfill your order. If prices on an order are incorrect, MHS' Client Services will contact the Purchaser to correct the order.

### **USE OF PRODUCT:**

It is the Purchaser's responsibility to use any Products purchased from MHS in accordance with MHS Attestation of Qualification requirements available at <https://mhs.com/who-can-order/>, and applicable professional guidelines including the American Psychological Association or Canadian Psychological Association guidelines, the software license (if applicable) and all federal, state/province, and local laws and regulations. You understand and agree that the Products are meant to be used as tools to supplement the overall assessment process and are not intended or designed to be used alone or to replace professional judgment.

### **CONFIDENTIALITY AND INTELLECTUAL PROPERTY:**

The Purchaser acknowledges that MHS has expended considerable efforts and financial and other resources in developing the contents of the Products, which include confidential and proprietary material, information, procedures and trade secrets and accordingly agrees not to, in any way, use, distribute, disclose or reveal any information on the Products to any other party except to the extent specifically provided in these Terms. The Purchaser shall take all necessary security measures of a technological or administrative nature, to restrict access to and use of the content of the Products to authorized employees of its organization that require it for the purposes of their duties in furtherance of this these Terms, and only provided it has obtained confidentiality undertakings from such persons at least equivalent to those set out hereunder. The Purchaser agrees not to use the Products, or any part of the Products, in any way except as permitted under these Terms or their intended use. The Purchaser agrees to maintain the content of the Products in strict confidence and not to use any portion of the Confidential Information for any purposes other than as set out under these Terms.

The Products are subject to legal protection including by various intellectual property laws relating to trade secrets, the protection of confidential information, copyright and trademarks, as well as international treaty provisions. The Purchaser acknowledges that the Products, including tests and all their elements, have commercial value and are proprietary to MHS. Printing or reproducing copyright-protected materials or content, including reproduction of protected test items, scales, scoring algorithms, scoring directions, or other protected content, is protected by law and by these terms. Any pages or screen displays that contain or reproduce any MHS Product, materials or content, in whole or in part, shall bear the appropriate copyright notice and a notice that the information is confidential and may not be accessed by persons without authorization. The Purchaser shall not use the Products, material or content, including test items, scales, scoring algorithms or scoring directions, in whole or in part, as a basis for the development of another psychometric or competing instrument or reverse engineer the MHS Product or any part of the MHS Product. The Purchaser shall not use any Products, material or content in any way to create (or to assist any person in creating) any work, product, program or other material similar (whether in its expression, its purpose or otherwise) to the Products, material or content or any element thereof.

The Purchaser acknowledges that any violation of the terms of these Terms would result in damages to MHS which could not be adequately compensated by monetary award alone. In the event of any violation by the Purchaser of the terms of these Terms,

including, without limitation, of MHS's proprietary rights and ownership, and confidentiality provisions, and in addition to all other remedies available at law and at equity, MHS shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for relief, waiver, restraining order, injunction, decree or other remedy as may be appropriate to ensure compliance of the Purchaser with the terms of these Terms.

**WARRANTY:**

Some jurisdictions restrict certain limitation of warranties or liability, so some or all of the following limitations may not apply to you. MHS makes no warranties or conditions, expressed, legal or implied, including warranties of merchantability, quality, durability or fitness for a particular purpose, in relation to the Products. Replacement of the relevant Product, or refund of all or a portion of the purchase price, at MHS' sole option and in accordance with the [Return Policy](#) constitutes the Purchaser's sole and exclusive remedy, in lieu of all other recourses or remedies. To the full extent permitted by applicable law, MHS shall not be liable for any actual, consequential, special, incidental, or other damages in connection with any Product and any use or misuse thereof. Without limiting the generality of the foregoing, MHS will not, under any circumstances, be liable for the Purchaser's expenses for delays, for costs of substitute materials, or for possible lost income, grants, profits, or any other special or consequential damages that may result from using a Product.

**LIMITATION OF LIABILITY:**

To the full extent permitted by law, in no event will MHS' liability for any damages in relation to any claim arising or relating to this agreement, or otherwise arising from any order(s) contemplated under this agreement exceed, in the aggregate, the amount actually paid by the Purchaser for the Product(s) which directly caused the damage.

**INDEMNIFICATION:**

Except to the extent prohibited by applicable federal, state or provincial law, the Purchaser shall indemnify, defend, and hold harmless MHS, its directors, officers, employees, and agents from any and all claims, suits, damages, liability, losses, fees, and expenses (including reasonable attorneys' fees) resulting from or arising out of any breach, act or omission of the Purchaser under these Terms.

**FORCE MAJEURE:**

MHS will not be liable for failure or delay in the performance of any of its obligations under these Terms for the time and to the extent such failure or delay is caused by earthquake, riot, civil commotion, plague, epidemic, pandemic, war, terrorism (including cyber terrorism), strike, flood, transportation interruption or governmental acts or restriction, or other cause that is beyond the reasonable control of MHS ("Event of Force Majeure"). MHS will exercise reasonable efforts to provide the Purchaser with information of any Event of Force Majeure as soon as it becomes aware of the same (including its best estimate of the likely extent and duration of the interference with its activities) and will use commercially reasonable efforts to overcome the difficulties created thereby and to resume performance of its obligations as soon as practicable.

**WAIVER AND GOVERNING LAW:**

These Terms may not be waived, amended, or modified, except by prior written agreement by MHS. If any one or more provisions of these Terms are found to be illegal or unenforceable, the remaining provisions will be enforced to the maximum extent possible. To the extent any purchase order conflicts with or amends these Terms in any way, these Terms, as unmodified, will prevail. To the full extent permitted by applicable law, this agreement will be governed by, construed, and interpreted in accordance with the law of the Province of Ontario, without reference to conflict of laws principles, and the federal laws of Canada applicable therein.

## **AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND MULTI-HEALTH SYSTEMS INC.**

This Amendment is entered into as of June 27, 2022, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Multi-Health Systems Inc. (“MHS”) pursuant to the ASR020 ASRS Complete Kit online purchase, MHS’s Terms and Conditions of Sale and Use, and MHS’s Privacy Policy (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals, forms, or online purchases of this or any other MHS products or services, 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. MHS shall not materially modify or amend the Agreement (see <https://mhs.com/>) during the term of this Agreement or any extension thereof, without providing notice on MHS’s website.
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 MHS prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. MHS 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. MHS hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and MHS waives any objection that this venue is not convenient. 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, MHS shall also maintain all student data obtained from School District in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein “SOPPA”). In accordance with SOPPA, the School District has separately executed an Exhibit E “General Offer of Privacy Terms” to join in the IL-NDPA Agreement between MHS and another Illinois public school district.

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

**MULTI-HEALTH SYSTEMS INC.**

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

DocuSigned by:  
*John Clarke* John Clarke  
By: \_\_\_\_\_  
F85B24AA66904DD...

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

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

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

Date: Jun 1, 2022 | 10:52 AM EDT \_\_\_\_\_

# POLICY

## PRIVACY POLICY

## Privacy Policy

MHS holds individual privacy to be of primary importance throughout its business practices and is committed to the confidentiality, availability, and safeguarding of all personal information collected. This Privacy Policy is inclusive to all MHS online platforms, including its commercial website, products, assessment portals, and digital delivery platforms.

## Collection of Information

The information MHS receives from customers is used to deliver our products and services. The data collected can include but is not limited to, personal contact information, demographic information, product purchase history, and information related to your account. MHS limits the use of this personal information to tasks related only to the service or product requested. Examples where personal information is used also includes order processing, completing an assessment and payment activity, etc.

Some of our assessment portals may also collect other personal information that you supply to us, such as information relating to your age, gender, race/ethnicity, education, occupation, where relevant in the context of the products or the services provided through digital delivery platforms. When such personal information is submitted, it is only processed for the purposes for which you have submitted it to us. You may choose not to provide certain information, however, your decision not to provide certain information may limit the use of select products and services available to you.

Our website obtains information that is automatically generated by a user's Internet Service Provider (ISP). This information may include the IP address, domain types, the browser type used to access our site, the location of the ISP's servers, the pages of our site that the user views during the visit, any search terms entered on this site, the website address and email address of a user, and any other information transmitted from the user. This information may be collected for system administration purposes, to gather broad demographic information, to monitor the level of activity on the site, for technical support, and to improve our website by responding to customer interests and needs. MHS does not link IP addresses to personal information.

## Cookies

Cookies are small text files that a website transfers to your computer's browser, which are used by many websites to perform a number of functions, such as remembering your preferences, recording what you have put in your shopping basket, and counting the number of people looking at a specific website. MHS uses cookies to measure traffic patterns, as a means to provide personalized content and to control security. The information cookies collect consists of non-personally identifiable information. To eliminate cookies stored on your computer, please follow your respective browser instructions.

## No Information Shared

MHS does not release, sell, or distribute personal information to any third party, unless it is required to do so by law, in the course of a merger or acquisition, or with consent from the individual for whom the personal information pertains.

## Data Security

MHS ensures the security and integrity of personal information through a variety of security measures which include

physical, technical and organizational measures. These integral elements are consistently reviewed and updated to ensure the security and protection of all personal information. These actions prevent loss, unauthorized access, disclosure, and use of personal information.

## Web Security

MHS websites are protected by the Transport Layer Security (TLS 1.2) encryption protocol and are secured to ensure users are browsing our websites in a secure manner. MHS utilizes security measures consistent with current best practices to protect its websites, email, and mailing lists. Although no transmission over the Internet can be guaranteed to be absolutely secure, MHS is committed in protecting all personal data and any information transmitted to us.

## Third Party Websites

Please note that MHS bears no responsibility for the privacy policies and practices of websites that may be linked to an MHS website or to companies that may provide additional products or services. You should refer to those organizations' specific privacy policies to learn how they collect, use, and disclose information.

## Transmission of Information

Data collected and received by MHS in connection with the delivery of assessments will be transmitted and stored in the United States with a third-party cloud-services provider (CSP) who adheres to associated GDPR regulations framework. The Internet is a global environment. By using our sites and sending information to us electronically, you consent to trans-border and international transmission of any personal information collected or processed through our sites.

## Alteration of Personal Information

In the event an individual's personal information needs to be updated, changed, transferred or removed, they would be required to contact MHS Privacy Officer at [privacyofficer@mhs.com](mailto:privacyofficer@mhs.com) or by phone 1-800-268-6011 (within Canada), or 1-800-456-3003 (in the U.S.), or 1-416-492-2627 (outside of Canada and the U.S.).

## Opt-out

Since the majority of MHS' communication is conducted via email, you have the option to unsubscribe from any email correspondence, listings, and in doing so will no longer receive further email communications. MHS also allows data subjects or respondents to opt-out of MHS assessment site links at any time after they have initiated the assessment process. The assessment and corresponding information will remain active for a 24 hour period to allow for completion and once past the 24 hour deadline, any information entered will be deleted.

## Changes to MHS Privacy Policy

MHS reserves the right to make changes to its privacy policy. Updates to this policy will be made from time to time to reflect changes consistent with industry best practices, legislation, regulations and the policies of MHS. A notice will be posted on the MHS web page ([www.mhs.com](http://www.mhs.com)) whenever this policy is changed or updated.

## Contact Information

For any inquiries, please contact the MHS Privacy Officer.

**Email:** [privacyofficer@mhs.com](mailto:privacyofficer@mhs.com)

**Phone:** USA 1.800.456.3003

CAN 1.800.268.6011

INTL +1.416.492.2627

# **Standard Student Data Privacy Agreement**

## **IL-NDPA v1.0a**

School District or LEA

New Lenox School District 122

**and**

Provider

**Multi-Health Systems Inc.**

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

[New Lenox School District 122], located at [ 102 S Cedar Road, New Lenox, IL 60451 ] (the “Local Education Agency” or “LEA”) and [Multi-Health Systems Inc.], located at [ 3770 Victoria Park Avenue, Toronto, ON M2H 3M9 Canada ] (the “Provider”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

- 1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. Special Provisions. Check if Required

- If checked, the Supplemental State Terms and attached hereto as Exhibit “G” are hereby incorporated by reference into this DPA in their entirety.
- If checked, LEA and Provider agree to the additional terms or modifications set forth in Exhibit “H”. (Optional)
- If Checked, the Provider, has signed Exhibit “E” to the Standard Clauses, otherwise known as General Offer of Privacy Terms

- 3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

- 4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.

- 5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in Exhibit “A” (the “Services”).

- 6. Notices. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Andy White Title: Director of Technology

Address: 102 S. Cedar Rd. New Lenox, IL 60451

Phone: (815) 485-2169 Email: awhite@nlsd122.org

The designated representative for the Provider for this DPA is:

Name: Claudia Roy Title: Manager, Contracts, Distribution and Licensing

Address: 3770 Victoria Park Avenue, Toronto, M2H 3M6, ON, Canada

Phone: 1-800-456-3003 Email: Contracts@mhs.com  
~~contracts@mhs.com~~

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

**LEA:** New Lenox School District 122

By:  Date: 5/28/21

Printed Name: Andy White Title/Position: Director of Technology

**Provider:** Multi-Health Systems Inc.

DocuSigned by:  Date: May 28, 2021 | 9:20 AM EDT

Printed Name: John Clarke Title/Position: Chief Revenue Officer

## **STANDARD CLAUSES**

Version 1.0

### **ARTICLE I: PURPOSE AND SCOPE**

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

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### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

#### ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as Exhibit "E"), be bound by the terms of Exhibit "E" to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

#### ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
  
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
  
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
  
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
  
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES**

Provider's products and services available via Provider's proprietary platform namely MHS Online Assessment Center + (MAC+).

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>

Category of Data	Elements	Check If Used by Your System
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

## **EXHIBIT "C"** **DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "D"**  
**DIRECTIVE FOR DISPOSITION OF DATA**

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

**1. Extent of Disposition**

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[ ]

Disposition is Complete. Disposition extends to all categories of data.

**2. Nature of Disposition**

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[ ]

**3. Schedule of Disposition**

Data shall be disposed of by the following date:

As soon as commercially practicable.

By [ ]

**4. Signature**

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

**5. Verification of Disposition of Data**

\_\_\_\_\_  
Authorized Representative of Company

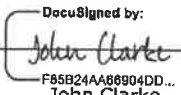
\_\_\_\_\_  
Date

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and New Lenox School District 122 ("Originating LEA") which is dated \_\_\_\_\_, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address: contracts@mhs.com.

PROVIDER: Multi-Health Systems Inc.

BY:  Date: May 28, 2021 | 9:20 AM EDT  
Printed Name: John Clarke Title/Position: Chief Revenue Officer

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the New Lenox School District 122 and Multi-Health Systems Inc.

**\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**Subscribing LEA:**

By: Jordan Stephen Date: 2022-06-01  
Printed Name: Jordan Stephen Title: Director of Technology

SCHOOL DISTRICT NAME: Lincolnwood SD 74  
DESIGNATED REPRESENTATIVE OF LEA:  
Name: Jordan Stephen  
Title: Director of Technology  
Address:  
Phone: 847-675-8234  
Email: jstephen@sd74.org

**EXHIBIT "F"**  
**DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks**  
**2/24/2020**

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

**EXHIBIT "G" - Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois**

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between  
New Lenox School District 122

\_\_\_\_\_ (the "Local Education Agency" or "LEA") and Multi-Health Systems Inc. (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

**1. Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

**2. Definition of "Student Data."** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

**3. School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

**4. Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

**5. Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

**6. Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

**7. Corrections to Factual Inaccuracies.** In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

**8. Security Standards.** The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

**9. Security Breach Notification.** In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

**10. Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

**11. Transfer or Deletion of Student Data.** The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

**12. Public Posting of DPA.** Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

**13. Subcontractors.** By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

**14. DPA Term.**

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

**EXHIBIT "H"**  
**Additional Terms or Modifications**  
Version \_\_\_\_\_

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

Page 7 :

**Section 2: Audits.**

No more than once a year, or following unauthorized access, upon thirty (30) days prior written notice from the LEA, the Provider shall provide annual penetration testing reports conducted by an independent Third Party to Vendor on an annual basis or other relevant Provider's policies or procedures to determine whether the security and privacy measures are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of Services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency to the extent applicable to the delivery of Services to LEA with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide relevant policies, procedures, any applicable privacy compliance certifications or related records pertaining to the delivery of Services to the LEA.

**Section 3: Data Security**

The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security as it pertains to the delivery of Services provided by Provider. The Provider shall implement adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in Exhibit "F". Exclusions, variations, or exemptions to identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally....

**Section 4: Data Breach Subsection (3):**

Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and as required by law for responding to a data breach, breach security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon written request, with a summary of said written incident response plan.

**Page 20 Section 10:**

In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify for any reasonable costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including:

- a. Providing notification to the parents of those students whose Student Data was directly compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring for affected students whose Student Data was exposed for one (1) year following the announcement or disclosure of such Breach and pay associated costs
- c. Reasonable legal fees, audit costs, and any other fees or damages imposed against the LEA as a result of the security breach; and
- d



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE OF A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>KRGinsure</b> A Division of RRJ Insurance Group Limited 2450 Victoria Park Avenue, Suite 1700 Toronto, ON M2J 4A2	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, EXT):</b> 416-636-4544	<b>FAX (A/C, No):</b> 416-636-5555
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>MULTI HEALTH SYSTEMS INC.</b> 3770 VICTORIA PARK AVENUE TORONTO, ON M2H 3M6	<b>INSURER A: Intact Insurance Company of Canada</b>	
	<b>INSURER B: Beazley Canada Ltd</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	

**COVERAGES:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS (CDN)		
A	<b>GENERAL LIABILITY</b>	X	X	501240688	01/11/2021	07/11/2022	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 25,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 5,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							Non owned automobile	\$ 2,000,000	
							Legal liability for damage to hired automobiles	\$ 100,000	
							GEN'L AGGREGATE LIMIT APPLIES PER:		
							<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		
	<b>AUTOMOBILE LIABILITY</b>	N/A	N/A				COMBINED SINGLE LIMIT (Each accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
A	<b>Employers' Liability</b>	X	X	501240688	01/11/2021	07/11/2022	EACH OCCURRENCE	\$2,000,000	
B	<b>Cyber Liability</b>	N/A	N/A	55900134	08/11/2021	08/11/2022	EACH CLAIM / AGGREGATE	\$ 5,000,000	


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All operations usual to the business of the named insured

IT IS HEREBY UNDERSTOOD AND AGREED THAT **The Board of Education of Lincolnwood School District 74** IS ADDED AS AN ADDITIONAL INSURED ONTO THE COMMERCIAL GENERAL LIABILITY POLICY BUT ONLY WITH RESPECTS TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CANCELLATION 30

The Board of Education of Lincolnwood School District 74, 6950 N. East Prairie, Lincolnwood, IL, USA 60712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2010/05)

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## Finance Committee Meeting

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DATE: June 9, 2022

TOPIC: District Finance Update

PREPARED BY: Courtney Whited

### Recommended for:

Action

Discussion

Information

### Purpose/Background:

To provide the Finance Committee an update relative to District matters:

#### 1. Tuition/Registration payment details as of May 31, 2022

a) Pre-K Tuition payments were made in full during 2021-22 for a total of \$185,560

b) Out of 1,178 students in grades K-8...

169 qualified for Free Fee status

12 qualified for Reduced Fee status

48 have an outstanding balance totaling \$18,379 (including fees in arrears)

949 have fees paid in full totaling \$207,445 (including some fees in arrears)

#### 2. Lincolnwood Baseball and Softball Association

LBSA's seasonal facilities rentals relative to Policy 8:20: Community Use of School Facilities