

LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FINANCE COMMITTEE MEETING AGENDA
THURSDAY, SEPTEMBER 22, 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. David L. Russo, *Superintendent of Schools*
Dr. Dominick M. Lupo, *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, September 22, 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. David L. Russo, Superintendent of Schools
Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction
Courtney Whited, Business Manager/CSBO

2. AUDIENCE TO VISITORS

3. APPROVAL OF MINUTES

- a. Finance Committee Meeting Minutes - **AUGUST 18, 2022**

3

Motion by member: _____ Seconded by: _____

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

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

6

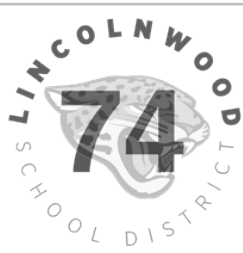
5. OLD BUSINESS

a.	<u>INFORMATION/DISCUSSION/ACTION</u> : 2022-23 Blackboard Inc. Website & Mobile App Contract	<u>29</u>
6.	NEW BUSINESS	
a.	<u>INFORMATION/DISCUSSION/ACTION</u> : Resolution Regarding IDOT Hazardous Transportation Routes	<u>58</u>
b.	<u>INFORMATION/DISCUSSION/ACTION</u> : Renewal of CultureGrams by ProQuest for the 2022-23 School Year	<u>62</u>
c.	<u>INFORMATION/DISCUSSION/ACTION</u> : Renewal of Bookflix by Scholastic Inc. Contract for the 2022-23 School Year	<u>78</u>
d.	<u>INFORMATION/DISCUSSION/ACTION</u> : Renewal of Mitel Phone System support provided by Heartland Business Systems (HBS) for the 2022-23 School Year	<u>100</u>
e.	<u>INFORMATION/DISCUSSION</u> : Manufacturer's Printer Contract for the 2023-2026 School Year	<u>119</u>
f.	<u>INFORMATION/DISCUSSION/ACTION</u> : Renewal of Zoom Video Communications Inc. Subscription for the 2022-2023 School Year	<u>211</u>
g.	<u>INFORMATION/DISCUSSION/ACTION</u> : Reading Mastery Transformations Classroom One-Year Subscription Bundle Grade 4	<u>230</u>
h.	<u>INFORMATION/DISCUSSION/ACTION</u> : Lincolnwood Chamber Orchestra – American Music Festivals	<u>235</u>
7.	ADJOURNMENT	

Motion by member: _____ Seconded by: _____

Dr. David L. Russo, 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, August 18, 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. David L. Russo, *Superintendent of Schools*
Dr. Dominick M. Lupo, *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, August 18, 2022.

1. CALL TO ORDER/ROLL CALL.

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

FINANCE COMMITTEE MEMBERS

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

FINANCE COMMITTEE MEMBERS NOT PRESENT

John P. Vranas (BOE)
Reuben George, Community Member
Maja Kenjar, Community Member
Steven Pawlow, Community Member

ADMINISTRATORS/STAFF

Dr. David L. Russo, Superintendent of Schools
Dr. Dominick M. Lupo, Assistant Superintendent of Curriculum and Instruction
Courtney Whited, Business Manager/CSBO
Jordan Stephen, Director of Technology

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

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

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

4. FUND BALANCE REPORT

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

Courtney Whited, Business Manager/CSBO, presented the Fund Balance Report for June 2022.

5. OLD BUSINESS

a. Approval of the Final Budget for Fiscal Year 2023

Courtney Whited, Business Manager/CSBO presented the Final Budget for Fiscal Year 2023. There will be a public hearing at the September 1, 2022 Board of Education meeting.

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 Fiscal Year 2023 Budget after the Public Hearing at the Board of Education meeting on September 1, 2022.

6. NEW BUSINESS

a. Rosetta Stone® Foundations K-12 for (15), Two-Year Subscriptions for School Years 2022-23 and 2023-2024

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 Agreement from Rosetta Stone® Foundations K-12 for (15), two-year subscriptions from October 7, 2022 to October 6, 2024 in the amount of \$3,240.

b. 2021-22 Administrator and Teacher Salary and Benefit Report Pursuant to PA 97-256

Business Manager/CSBO Whited explained the requirement behind the Administrator and Teacher Salary and Benefit Report. This report will be posted on the District website after the September Board of Education meeting.

c. 2021-22 IMRF Salary and Benefits Report

Business Manager/CSBO Whited explained the requirement behind the 2021-22 IMRF Salary and Benefits Report. This report will be posted on the District website after the September Board of Education meeting.

d. Blackboard Inc. Website & Mobile App 2022-23 Contract

The Committee made the following motion, with the understanding that the SOPPA compliance documents would be approved by the vendor before the September 1st Board of Education meeting.

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 2022-23 Contract with Blackboard Inc. for website and mobile app services in the amount of \$2,027.42.

e. Renewal to Flocabulary 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 approve the Flocabulary Quote in the amount of \$2,800 for the service dates between October 18, 2022 and October 17, 2023.

7. ADJOURNMENT

A motion was made, seconded and passed to adjourn the Finance Committee meeting. The Finance Committee meeting was adjourned at 6:55 p.m.

The next Finance Committee meeting will be Thursday, September 22, 2022 at 6:30 p.m. The public is welcome.

Peter D. Theodore, Chair

Jay Oleniczak, Co-chair

Lincolnwood School District 74

Fund Balances

Fiscal Year: 2022-2023

Month: July
 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	\$13,022,792.37	\$972,213.48	(\$490,262.26)	\$0.00	\$13,504,743.59
20	OPERATIONS & MAINTENANCE	\$3,494,768.89	\$50,161.10	(\$223,303.70)	\$0.00	\$3,321,626.29
30	DEBT SERVICE	\$829,925.65	\$7,363.44	\$0.00	\$0.00	\$837,289.09
40	TRANSPORTATION	\$1,442,825.96	\$175,834.51	(\$74,932.74)	\$0.00	\$1,543,727.73
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$448,606.14	\$68,482.92	(\$11,151.03)	\$0.00	\$505,938.03
52	SOCIAL SECURITY AND MEDICARE	\$139,099.31	\$45,386.88	(\$10,712.68)	\$0.00	\$173,773.51
60	CAPITAL PROJECTS	\$5,825,261.89	\$7,265.56	(\$914,241.26)	\$0.00	\$4,918,286.19
70	WORKING CASH	\$573,446.40	\$720.04	\$0.00	\$0.00	\$574,166.44
80	TORT IMMUNITY	\$249,408.82	\$34,368.84	(\$23,509.00)	\$0.00	\$260,268.66
90	FIRE PREVENTION & SAFETY	\$2,617,556.88	\$5,199.22	(\$50,000.00)	\$0.00	\$2,572,756.10
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$28,643,692.31	\$1,366,995.99	(\$1,798,112.67)	\$0.00	\$28,212,575.63

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 07/31/2022

Fiscal Year: 2022-2023

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$28,073,056.20
Imprest Fund (+)	\$15,091.65
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$28,088,247.85
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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	\$28,087,780.82
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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 (+)	\$33,349.58
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Payroll Liabilities (+)	(\$224,253.27)
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Sub-total : OTHER CURRENT LIABILITIES	(\$190,903.69)
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Total : LIABILITIES	(\$124,794.81)
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FUND BALANCE

Unreserved Fund Balance

Fund Balance (+)	\$28,643,692.31
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Sub-total : Unreserved Fund Balance	\$28,643,692.31
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NET INCREASE (DECREASE)

NET INCREASE (DECREASE) (+)	(\$431,116.68)
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Sub-total : NET INCREASE (DECREASE)	(\$431,116.68)
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Total : FUND BALANCE	\$28,212,575.63
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Total LIABILITIES + FUND BALANCE	\$28,087,780.82
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End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2022 through 07/31/2022

Fiscal Year: 2022-2023

	<u>07/01/2022 - 07/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
REVENUE					
LOCAL SOURCES					
Property Tax Receipts (+)	\$92,652.83	\$92,652.83	\$25,868,050.00	\$25,775,397.17	0.4%
Payments in Lieu of Taxes (+)	\$302,830.16	\$302,830.16	\$900,000.00	\$597,169.84	33.6%
Tuition Payments Received (+)	\$7,200.00	\$7,200.00	\$221,600.00	\$214,400.00	3.2%
Interest Revenue Received (+)	\$35,881.11	\$35,881.11	\$369,000.00	\$333,118.89	9.7%
Sales to Pupils & Adults (+)	(\$779.47)	(\$779.47)	\$200,000.00	\$200,779.47	-0.4%
Activity Fees Received (+)	\$15,260.25	\$15,260.25	\$100,150.00	\$84,889.75	15.2%
Rental Revenue (+)	\$17,048.75	\$17,048.75	\$89,600.00	\$72,551.25	19.0%
Other Local Revenue (+)	\$15,269.59	\$15,269.59	\$330,430.00	\$315,160.41	4.6%
Sub-total : LOCAL SOURCES	\$485,363.22	\$485,363.22	\$28,078,830.00	\$27,593,466.78	1.7%
STATE SOURCES					
State Grants & Aid Received (+)	\$79,714.77	\$79,714.77	\$1,539,000.00	\$1,459,285.23	5.2%
Sub-total : STATE SOURCES	\$79,714.77	\$79,714.77	\$1,539,000.00	\$1,459,285.23	5.2%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	\$801,918.00	\$801,918.00	\$2,106,691.00	\$1,304,773.00	38.1%
Sub-total : FEDERAL SOURCES	\$801,918.00	\$801,918.00	\$2,106,691.00	\$1,304,773.00	38.1%
Total : REVENUE	\$1,366,995.99	\$1,366,995.99	\$31,724,521.00	\$30,357,525.01	4.3%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
Salaries (-)	\$1,393.60	\$1,393.60	\$7,735,177.00	\$7,733,783.40	0.0%
Employee Benefits (-)	\$68.82	\$68.82	\$1,430,774.00	\$1,430,705.18	0.0%
Purchased Services (-)	\$49,999.48	\$49,999.48	\$216,005.00	\$166,005.52	23.1%
Termination Benefits (-)	\$14,338.12	\$14,338.12	\$397,000.00	\$382,661.88	3.6%
Supplies & Materials (-)	\$47,306.84	\$47,306.84	\$549,480.00	\$502,173.16	8.6%
Capital Expenditures (-)	\$0.00	\$0.00	\$204,000.00	\$204,000.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$1,800.00	\$1,800.00	0.0%
Non-Capitalized Equipment (-)	\$1,025.99	\$1,025.99	\$117,500.00	\$116,474.01	0.9%
Sub-total : REGULAR K-12 PROGRAMS	(\$114,132.85)	(\$114,132.85)	(\$10,651,736.00)	(\$10,537,603.15)	1.1%
PRE-K PROGRAMS					
Salaries (-)	\$0.00	\$0.00	\$225,356.00	\$225,356.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$69,413.00	\$69,413.00	0.0%
Supplies & Materials (-)	\$267.21	\$267.21	\$4,300.00	\$4,032.79	6.2%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Sub-total : PRE-K PROGRAMS	(\$267.21)	(\$267.21)	(\$299,819.00)	(\$299,551.79)	0.1%
SPECIAL ED PROGRAMS K-12					
Salaries (-)	\$0.00	\$0.00	\$1,198,065.00	\$1,198,065.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$354,957.00	\$354,957.00	0.0%
Purchased Services (-)	\$96.25	\$96.25	\$600.00	\$503.75	16.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$5,500.00	\$5,500.00	0.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$6,000.00	\$6,000.00	0.0%
Other Objects (-)	\$180.00	\$180.00	\$200.00	\$20.00	90.0%
Non-Capital Equipment (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2022 through 07/31/2022

Fiscal Year: 2022-2023

	<u>07/01/2022 - 07/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : SPECIAL ED PROGRAMS K-12	(\$276.25)	(\$276.25)	(\$1,570,322.00)	(\$1,570,045.75)	0.0%
REMEDIAL & SUPPLEMENTAL K-12					
Salaries (-)	\$0.00	\$0.00	\$585,251.00	\$585,251.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$110,875.00	\$110,875.00	0.0%
Purchased Services (-)	\$0.00	\$0.00	\$56,795.00	\$56,795.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$12,250.00	\$12,250.00	0.0%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	\$0.00	\$0.00	(\$765,171.00)	(\$765,171.00)	0.0%
INTERSCHOLASTIC PROGRAMS					
Salaries (-)	\$0.00	\$0.00	\$90,000.00	\$90,000.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$7,405.00	\$7,405.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$5,500.00	\$5,500.00	0.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$3,600.00	\$3,600.00	0.0%
Sub-total : INTERSCHOLASTIC PROGRAMS	\$0.00	\$0.00	(\$108,005.00)	(\$108,005.00)	0.0%
SUMMER SCHOOL PROGRAMS					
Salaries (-)	\$28,977.00	\$28,977.00	\$42,491.00	\$13,514.00	68.2%
Employee Benefits (-)	\$3,788.83	\$3,788.83	\$10,100.00	\$6,311.17	37.5%
Supplies & Materials (-)	\$813.17	\$813.17	\$3,117.00	\$2,303.83	26.1%
Sub-total : SUMMER SCHOOL PROGRAMS	(\$33,579.00)	(\$33,579.00)	(\$55,708.00)	(\$22,129.00)	60.3%
GIFTED PROGRAMS					
Salaries (-)	\$0.00	\$0.00	\$450,386.00	\$450,386.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$70,821.00	\$70,821.00	0.0%
Supplies & Materials (-)	\$115.58	\$115.58	\$4,250.00	\$4,134.42	2.7%
Sub-total : GIFTED PROGRAMS	(\$115.58)	(\$115.58)	(\$525,457.00)	(\$525,341.42)	0.0%
BILINGUAL PROGRAMS					
Salaries (-)	\$0.00	\$0.00	\$693,562.00	\$693,562.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$101,304.00	\$101,304.00	0.0%
Purchased Services (-)	\$0.00	\$0.00	\$1,800.00	\$1,800.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.0%
Sub-total : BILINGUAL PROGRAMS	\$0.00	\$0.00	(\$798,416.00)	(\$798,416.00)	0.0%
ATTENDANCE & SOCIAL WORK					
Salaries (-)	\$0.00	\$0.00	\$404,123.00	\$404,123.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$41,196.00	\$41,196.00	0.0%
Supplies & Materials (-)	\$219.55	\$219.55	\$1,000.00	\$780.45	22.0%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$219.55)	(\$219.55)	(\$446,319.00)	(\$446,099.45)	0.0%
GUIDANCE SERVICES					
Purchased Services (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Sub-total : GUIDANCE SERVICES	\$0.00	\$0.00	(\$5,000.00)	(\$5,000.00)	0.0%
HEALTH SERVICES					

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2022 through 07/31/2022

Fiscal Year: 2022-2023

	<u>07/01/2022 - 07/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$1,492.32	\$1,492.32	\$159,352.00	\$157,859.68	0.9%
Employee Benefits (-)	\$250.53	\$250.53	\$65,795.00	\$65,544.47	0.4%
Purchased Services (-)	\$752.00	\$752.00	\$31,000.00	\$30,248.00	2.4%
Supplies & Materials (-)	\$72.27	\$72.27	\$5,300.00	\$5,227.73	1.4%
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	(\$2,567.12)	(\$2,567.12)	(\$266,047.00)	(\$263,479.88)	1.0%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$0.00	\$0.00	\$179,584.00	\$179,584.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$37,804.00	\$37,804.00	0.0%
Purchased Services (-)	\$0.00	\$0.00	\$1,100.00	\$1,100.00	0.0%
Supplies & Materials (-)	\$1,156.11	\$1,156.11	\$1,850.00	\$693.89	62.5%
Sub-total : PSYCHOLOGICAL SERVICES	(\$1,156.11)	(\$1,156.11)	(\$220,338.00)	(\$219,181.89)	0.5%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$0.00	\$0.00	\$274,591.00	\$274,591.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$41,079.00	\$41,079.00	0.0%
Purchased Services (-)	\$0.00	\$0.00	\$360.00	\$360.00	0.0%
Supplies & Materials (-)	\$55.00	\$55.00	\$1,800.00	\$1,745.00	3.1%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$55.00)	(\$55.00)	(\$317,830.00)	(\$317,775.00)	0.0%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$0.00	\$0.00	\$101,000.00	\$101,000.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$9,732.00	\$9,732.00	0.0%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	\$0.00	\$0.00	(\$110,732.00)	(\$110,732.00)	0.0%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$19,382.00	\$19,382.00	\$364,189.00	\$344,807.00	5.3%
Employee Benefits (-)	\$4,126.40	\$4,126.40	\$56,095.00	\$51,968.60	7.4%
Purchased Services (-)	\$835.00	\$835.00	\$73,126.00	\$72,291.00	1.1%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$1,800.00	\$1,800.00	0.0%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$24,343.40)	(\$24,343.40)	(\$496,710.00)	(\$472,366.60)	4.9%
EDUCATIONAL MEDIA					
Salaries (-)	\$0.00	\$0.00	\$273,022.00	\$273,022.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$31,775.00	\$31,775.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$16,000.00	\$16,000.00	0.0%
Sub-total : EDUCATIONAL MEDIA	\$0.00	\$0.00	(\$320,797.00)	(\$320,797.00)	0.0%
ADMIN SERVICES - BOARD OF ED					
Employee Benefits (-)	\$4,785.90	\$4,785.90	\$62,000.00	\$57,214.10	7.7%
Purchased Services (-)	\$23,777.00	\$23,777.00	\$212,700.00	\$188,923.00	11.2%
Supplies & Materials (-)	\$355.89	\$355.89	\$2,500.00	\$2,144.11	14.2%
Capital Expenditures (-)	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2022 through 07/31/2022

Fiscal Year: 2022-2023

	<u>07/01/2022 - 07/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Other Objects (-)	\$6,540.00	\$6,540.00	\$6,540.00	\$0.00	100.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Sub-total : ADMIN SERVICES - BOARD OF ED	(\$35,458.79)	(\$35,458.79)	(\$287,240.00)	(\$251,781.21)	12.3%
SUPERINTENDENT					
Salaries (-)	\$57,719.13	\$57,719.13	\$268,850.00	\$211,130.87	21.5%
Employee Benefits (-)	\$4,891.49	\$4,891.49	\$53,601.00	\$48,709.51	9.1%
Purchased Services (-)	\$513.97	\$513.97	\$3,900.00	\$3,386.03	13.2%
Supplies & Materials (-)	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Other Objects (-)	\$1,079.00	\$1,079.00	\$3,000.00	\$1,921.00	36.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : SUPERINTENDENT	(\$64,203.59)	(\$64,203.59)	(\$332,351.00)	(\$268,147.41)	19.3%
ADMIN SERVICES - SPECIAL ED					
Salaries (-)	\$11,336.58	\$11,336.58	\$147,376.00	\$136,039.42	7.7%
Employee Benefits (-)	\$3,601.62	\$3,601.62	\$43,347.00	\$39,745.38	8.3%
Other Objects (-)	\$400.00	\$400.00	\$1,000.00	\$600.00	40.0%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$15,338.20)	(\$15,338.20)	(\$191,723.00)	(\$176,384.80)	8.0%
WORKERS COMPENSATION INSURANCE					
Purchased Services (-)	\$0.00	\$0.00	\$69,000.00	\$69,000.00	0.0%
Sub-total : WORKERS COMPENSATION INSURANCE	\$0.00	\$0.00	(\$69,000.00)	(\$69,000.00)	0.0%
LOSS PREVENTION REDUCTION					
Other Objects (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Sub-total : LOSS PREVENTION REDUCTION	\$0.00	\$0.00	(\$5,000.00)	(\$5,000.00)	0.0%
PROPERTY INSURANCE					
Purchased Services (-)	\$23,509.00	\$23,509.00	\$150,000.00	\$126,491.00	15.7%
Sub-total : PROPERTY INSURANCE	(\$23,509.00)	(\$23,509.00)	(\$150,000.00)	(\$126,491.00)	15.7%
PRINCIPAL					
Salaries (-)	\$52,837.34	\$52,837.34	\$688,889.00	\$636,051.66	7.7%
Employee Benefits (-)	\$15,842.54	\$15,842.54	\$215,627.00	\$199,784.46	7.3%
Purchased Services (-)	\$90.54	\$90.54	\$5,050.00	\$4,959.46	1.8%
Supplies & Materials (-)	\$31.49	\$31.49	\$4,000.00	\$3,968.51	0.8%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$2,400.00	\$2,400.00	0.0%
Sub-total : PRINCIPAL	(\$68,801.91)	(\$68,801.91)	(\$917,466.00)	(\$848,664.09)	7.5%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	\$14,623.84	\$14,623.84	\$190,110.00	\$175,486.16	7.7%
Employee Benefits (-)	\$2,608.59	\$2,608.59	\$31,941.00	\$29,332.41	8.2%
Other Objects (-)	\$0.00	\$0.00	\$1,400.00	\$1,400.00	0.0%
Sub-total : OPERATION OF BUSINESS SERVICES	(\$17,232.43)	(\$17,232.43)	(\$223,451.00)	(\$206,218.57)	7.7%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2022 through 07/31/2022

Fiscal Year: 2022-2023

	<u>07/01/2022 - 07/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
FISCAL SERVICES					
Salaries (-)	\$17,095.02	\$17,095.02	\$231,039.00	\$213,943.98	7.4%
Employee Benefits (-)	\$7,316.26	\$7,316.26	\$93,417.00	\$86,100.74	7.8%
Purchased Services (-)	\$416.74	\$416.74	\$123,500.00	\$123,083.26	0.3%
Supplies & Materials (-)	\$359.94	\$359.94	\$5,500.00	\$5,140.06	6.5%
Capital Expenditures (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Other Objects (-)	\$1,505.19	\$1,505.19	\$20,000.00	\$18,494.81	7.5%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Sub-total : FISCAL SERVICES	(\$26,693.15)	(\$26,693.15)	(\$475,706.00)	(\$449,012.85)	5.6%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	\$346,794.36	\$346,794.36	\$596,118.00	\$249,323.64	58.2%
Capital Expenditures (-)	\$567,446.90	\$567,446.90	\$3,077,144.00	\$2,509,697.10	18.4%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$914,241.26)	(\$914,241.26)	(\$3,673,262.00)	(\$2,759,020.74)	24.9%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	\$37,732.91	\$37,732.91	\$526,163.00	\$488,430.09	7.2%
Employee Benefits (-)	\$13,650.40	\$13,650.40	\$171,678.00	\$158,027.60	8.0%
Purchased Services (-)	\$134,322.71	\$134,322.71	\$960,700.00	\$826,377.29	14.0%
Supplies & Materials (-)	\$29,736.50	\$29,736.50	\$453,014.00	\$423,277.50	6.6%
Capital Expenditures (-)	\$64,340.25	\$64,340.25	\$439,500.00	\$375,159.75	14.6%
Other Objects (-)	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$30,000.00	\$30,000.00	0.0%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$279,782.77)	(\$279,782.77)	(\$2,582,805.00)	(\$2,303,022.23)	10.8%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$74,932.74	\$74,932.74	\$1,440,000.00	\$1,365,067.26	5.2%
Sub-total : PUPIL TRANSPORTATION	(\$74,932.74)	(\$74,932.74)	(\$1,440,000.00)	(\$1,365,067.26)	5.2%
FOOD SERVICES					
Salaries (-)	\$4,725.18	\$4,725.18	\$250,708.00	\$245,982.82	1.9%
Employee Benefits (-)	\$1,346.54	\$1,346.54	\$103,366.00	\$102,019.46	1.3%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Supplies & Materials (-)	\$101.70	\$101.70	\$262,000.00	\$261,898.30	0.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$8,000.00	\$8,000.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.0%
Sub-total : FOOD SERVICES	(\$6,173.42)	(\$6,173.42)	(\$629,574.00)	(\$623,400.58)	1.0%
INTERNAL SERVICES					
Purchased Services (-)	\$0.00	\$0.00	\$27,100.00	\$27,100.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Sub-total : INTERNAL SERVICES	\$0.00	\$0.00	(\$28,600.00)	(\$28,600.00)	0.0%
INFORMATION SERVICES					
Salaries (-)	\$6,041.08	\$6,041.08	\$78,534.00	\$72,492.92	7.7%
Employee Benefits (-)	\$2,574.94	\$2,574.94	\$30,706.00	\$28,131.06	8.4%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2022 through 07/31/2022

Fiscal Year: 2022-2023

	<u>07/01/2022 - 07/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Purchased Services (-)	\$0.00	\$0.00	\$34,250.00	\$34,250.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$6,000.00	\$6,000.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : INFORMATION SERVICES	(\$8,616.02)	(\$8,616.02)	(\$150,490.00)	(\$141,873.98)	5.7%
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$36,230.28	\$36,230.28	\$534,698.00	\$498,467.72	6.8%
Employee Benefits (-)	\$11,320.76	\$11,320.76	\$183,891.00	\$172,570.24	6.2%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : OTHER SUPPORT SERVICES - ADMIN	(\$47,551.04)	(\$47,551.04)	(\$719,589.00)	(\$672,037.96)	6.6%
COMMUNITY SERVICES					
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : COMMUNITY SERVICES	\$0.00	\$0.00	(\$2,000.00)	(\$2,000.00)	0.0%
PAYMENTS TO OTHER LEAs					
Purchased Services (-)	\$0.00	\$0.00	\$164,000.00	\$164,000.00	0.0%
Other Objects (-)	\$38,866.28	\$38,866.28	\$2,439,019.00	\$2,400,152.72	1.6%
Sub-total : PAYMENTS TO OTHER LEAs	(\$38,866.28)	(\$38,866.28)	(\$2,603,019.00)	(\$2,564,152.72)	1.5%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	\$0.00	\$0.00	\$640,100.00	\$640,100.00	0.0%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	\$0.00	(\$640,100.00)	(\$640,100.00)	0.0%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$0.00	\$1,165,000.00	\$1,165,000.00	0.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	\$0.00	(\$1,165,000.00)	(\$1,165,000.00)	0.0%
DEBT SERVICE - OTHER					
Debt Service Fees (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : DEBT SERVICE - OTHER	\$0.00	\$0.00	(\$2,500.00)	(\$2,500.00)	0.0%
Total : EXPENDITURES	(\$1,798,112.67)	(\$1,798,112.67)	(\$33,247,283.00)	(\$31,449,170.33)	5.4%
NET INCREASE (DECREASE)	(\$431,116.68)	(\$431,116.68)	(\$1,522,762.00)	(\$1,091,645.32)	28.3%

End of Report

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
10 - EDUCATIONAL					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
100 - SALARIES	\$7,735,177.00	\$1,393.60	\$1,393.60	\$7,427,663.49	\$306,119.91
200 - EMPLOYEE BENEFITS	\$1,302,684.00	\$9.55	\$9.55	\$1,095,439.60	\$207,234.85
300 - PURCHASED SERVICES	\$216,005.00	\$49,999.48	\$49,999.48	\$20,220.00	\$145,785.52
400 - SUPPLIES & MATERIALS	\$549,480.00	\$47,306.84	\$47,306.84	\$41,436.45	\$460,736.71
500 - CAPITAL OUTLAY	\$204,000.00	\$0.00	\$0.00	\$51,725.36	\$152,274.64
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00
700 - NON-CAPITAL EQUIPMENT	\$117,500.00	\$1,025.99	\$1,025.99	\$0.00	\$116,474.01
800 - TERMINATION/VACATION PAYMENTS	\$397,000.00	\$14,338.12	\$14,338.12	\$78,760.00	\$303,901.88
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$225,356.00	\$0.00	\$0.00	\$225,154.35	\$201.65
200 - EMPLOYEE BENEFITS	\$58,224.00	\$0.00	\$0.00	\$57,338.42	\$885.58
400 - SUPPLIES & MATERIALS	\$4,300.00	\$267.21	\$267.21	\$0.00	\$4,032.79
700 - NON-CAPITAL EQUIPMENT	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
1200 - SPECIAL ED PROGRAMS K-12					
100 - SALARIES	\$1,198,065.00	\$0.00	\$0.00	\$1,173,783.40	\$24,281.60
200 - EMPLOYEE BENEFITS	\$286,424.00	\$0.00	\$0.00	\$221,676.27	\$64,747.73
300 - PURCHASED SERVICES	\$600.00	\$96.25	\$96.25	\$0.00	\$503.75
400 - SUPPLIES & MATERIALS	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00
500 - CAPITAL OUTLAY	\$6,000.00	\$0.00	\$0.00	\$731.00	\$5,269.00
600 - OTHER OBJECTS	\$200.00	\$180.00	\$180.00	\$0.00	\$20.00
700 - NON-CAPITAL EQUIPMENT	\$5,000.00	\$0.00	\$0.00	\$1,582.41	\$3,417.59
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$585,251.00	\$0.00	\$0.00	\$585,247.00	\$4.00
200 - EMPLOYEE BENEFITS	\$102,383.00	\$0.00	\$0.00	\$94,723.09	\$7,659.91
300 - PURCHASED SERVICES	\$56,795.00	\$0.00	\$0.00	\$19,070.75	\$37,724.25
400 - SUPPLIES & MATERIALS	\$12,250.00	\$0.00	\$0.00	\$4,825.17	\$7,424.83
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$90,000.00	\$0.00	\$0.00	\$16,066.71	\$73,933.29
200 - EMPLOYEE BENEFITS	\$1,200.00	\$0.00	\$0.00	\$158.36	\$1,041.64
400 - SUPPLIES & MATERIALS	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
600 - OTHER OBJECTS	\$3,600.00	\$0.00	\$0.00	\$0.00	\$3,600.00
1600 - SUMMER SCHOOL PROGRAMS					
100 - SALARIES	\$42,491.00	\$28,977.00	\$28,977.00	\$361.84	\$13,152.16
200 - EMPLOYEE BENEFITS	\$4,315.00	\$2,813.13	\$2,813.13	\$0.00	\$1,501.87
400 - SUPPLIES & MATERIALS	\$3,117.00	\$813.17	\$813.17	\$0.00	\$2,303.83
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$450,386.00	\$0.00	\$0.00	\$450,386.00	\$0.00
200 - EMPLOYEE BENEFITS	\$64,287.00	\$0.00	\$0.00	\$63,605.77	\$681.23
400 - SUPPLIES & MATERIALS	\$4,250.00	\$115.58	\$115.58	\$18.69	\$4,115.73
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$693,562.00	\$0.00	\$0.00	\$666,534.00	\$27,028.00
200 - EMPLOYEE BENEFITS	\$91,365.00	\$0.00	\$0.00	\$87,808.02	\$3,556.98
300 - PURCHASED SERVICES	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00
400 - SUPPLIES & MATERIALS	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$404,123.00	\$0.00	\$0.00	\$404,123.00	\$0.00
200 - EMPLOYEE BENEFITS	\$35,333.00	\$0.00	\$0.00	\$39,456.10	(\$4,123.10)
400 - SUPPLIES & MATERIALS	\$1,000.00	\$219.55	\$219.55	\$0.00	\$780.45
2120 - GUIDANCE SERVICES					
300 - PURCHASED SERVICES	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
2130 - HEALTH SERVICES					
100 - SALARIES	\$159,352.00	\$1,492.32	\$1,492.32	\$151,012.94	\$6,846.74
200 - EMPLOYEE BENEFITS	\$36,803.00	\$0.00	\$0.00	\$36,337.77	\$465.23
300 - PURCHASED SERVICES	\$31,000.00	\$752.00	\$752.00	\$0.00	\$30,248.00
400 - SUPPLIES & MATERIALS	\$5,300.00	\$72.27	\$72.27	\$265.08	\$4,962.65
500 - CAPITAL OUTLAY	\$2,250.00	\$0.00	\$0.00	\$0.00	\$2,250.00
600 - OTHER OBJECTS	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
700 - NON-CAPITAL EQUIPMENT	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00
2140 - PSYCHOLOGICAL SERVICES					
100 - SALARIES	\$179,584.00	\$0.00	\$0.00	\$179,584.00	\$0.00
200 - EMPLOYEE BENEFITS	\$35,198.00	\$0.00	\$0.00	\$34,760.32	\$437.68
300 - PURCHASED SERVICES	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00
400 - SUPPLIES & MATERIALS	\$1,850.00	\$1,156.11	\$1,156.11	\$63.58	\$630.31
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
100 - SALARIES	\$274,591.00	\$0.00	\$0.00	\$274,591.00	\$0.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$37,095.00	\$0.00	\$0.00	\$36,659.14	\$435.86
300 - PURCHASED SERVICES	\$360.00	\$0.00	\$0.00	\$0.00	\$360.00
400 - SUPPLIES & MATERIALS	\$1,800.00	\$55.00	\$55.00	\$585.20	\$1,159.80
2190 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$101,000.00	\$0.00	\$0.00	\$16,304.00	\$84,696.00
200 - EMPLOYEE BENEFITS	\$900.00	\$0.00	\$0.00	\$204.12	\$695.88
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$364,189.00	\$19,382.00	\$19,382.00	\$298,503.95	\$46,303.05
200 - EMPLOYEE BENEFITS	\$41,959.00	\$3,079.23	\$3,079.23	\$33,440.66	\$5,439.11
300 - PURCHASED SERVICES	\$73,126.00	\$835.00	\$835.00	\$0.00	\$72,291.00
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$273,022.00	\$0.00	\$0.00	\$273,022.00	\$0.00
200 - EMPLOYEE BENEFITS	\$27,814.00	\$0.00	\$0.00	\$27,407.60	\$406.40
400 - SUPPLIES & MATERIALS	\$16,000.00	\$0.00	\$0.00	\$1,906.62	\$14,093.38
2310 - BOARD OF EDUCATION					
200 - EMPLOYEE BENEFITS	\$62,000.00	\$4,785.90	\$4,785.90	\$0.00	\$57,214.10
300 - PURCHASED SERVICES	\$212,700.00	\$23,777.00	\$23,777.00	\$0.00	\$188,923.00
400 - SUPPLIES & MATERIALS	\$2,500.00	\$355.89	\$355.89	\$0.00	\$2,144.11
500 - CAPITAL OUTLAY	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
600 - OTHER OBJECTS	\$6,540.00	\$6,540.00	\$6,540.00	\$0.00	\$0.00
700 - NON-CAPITAL EQUIPMENT	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2320 - SUPERINTENDENT					
100 - SALARIES	\$268,850.00	\$57,719.13	\$57,719.13	\$229,222.30	(\$18,091.43)
200 - EMPLOYEE BENEFITS	\$49,650.00	\$4,056.24	\$4,056.24	\$44,549.77	\$1,043.99
300 - PURCHASED SERVICES	\$3,900.00	\$513.97	\$513.97	\$0.00	\$3,386.03
400 - SUPPLIES & MATERIALS	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
500 - CAPITAL OUTLAY	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$3,000.00	\$1,079.00	\$1,079.00	\$0.00	\$1,921.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
100 - SALARIES	\$147,376.00	\$11,336.58	\$11,336.58	\$136,039.01	\$0.41
200 - EMPLOYEE BENEFITS	\$38,258.00	\$3,208.58	\$3,208.58	\$33,964.14	\$1,085.28
600 - OTHER OBJECTS	\$1,000.00	\$400.00	\$400.00	\$0.00	\$600.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
2410 - PRINCIPAL					
100 - SALARIES	\$688,889.00	\$52,837.34	\$52,837.34	\$634,048.32	\$2,003.34
200 - EMPLOYEE BENEFITS	\$179,022.00	\$13,109.02	\$13,109.02	\$170,493.36	(\$4,580.38)
300 - PURCHASED SERVICES	\$5,050.00	\$90.54	\$90.54	\$0.00	\$4,959.46
400 - SUPPLIES & MATERIALS	\$4,000.00	\$31.49	\$31.49	\$0.00	\$3,968.51
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,400.00	\$0.00	\$0.00	\$0.00	\$2,400.00
700 - NON-CAPITAL EQUIPMENT	\$3,200.00	\$0.00	\$0.00	\$3,079.70	\$120.30
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
100 - SALARIES	\$190,110.00	\$14,623.84	\$14,623.84	\$175,486.03	\$0.13
200 - EMPLOYEE BENEFITS	\$29,183.00	\$2,399.61	\$2,399.61	\$26,767.64	\$15.75
600 - OTHER OBJECTS	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00
2520 - FISCAL SERVICES					
100 - SALARIES	\$231,039.00	\$17,095.02	\$17,095.02	\$213,081.68	\$862.30
200 - EMPLOYEE BENEFITS	\$54,870.00	\$4,481.91	\$4,481.91	\$49,531.01	\$857.08
300 - PURCHASED SERVICES	\$123,500.00	\$416.74	\$416.74	\$0.00	\$123,083.26
400 - SUPPLIES & MATERIALS	\$5,500.00	\$359.94	\$359.94	\$0.00	\$5,140.06
500 - CAPITAL OUTLAY	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
600 - OTHER OBJECTS	\$20,000.00	\$1,505.19	\$1,505.19	\$0.00	\$18,494.81
700 - NON-CAPITAL EQUIPMENT	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2560 - FOOD SERVICES					
100 - SALARIES	\$250,708.00	\$4,725.18	\$4,725.18	\$196,760.87	\$49,221.95
200 - EMPLOYEE BENEFITS	\$61,893.00	\$530.42	\$530.42	\$60,498.15	\$864.43
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
400 - SUPPLIES & MATERIALS	\$262,000.00	\$101.70	\$101.70	\$0.00	\$261,898.30
500 - CAPITAL OUTLAY	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00
600 - OTHER OBJECTS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
700 - NON-CAPITAL EQUIPMENT	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00
2570 - INTERNAL SERVICES					
300 - PURCHASED SERVICES	\$27,100.00	\$0.00	\$0.00	\$600.00	\$26,500.00
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2630 - INFORMATION SERVICES					
100 - SALARIES	\$78,534.00	\$6,041.08	\$6,041.08	\$72,492.92	\$0.00
200 - EMPLOYEE BENEFITS	\$17,646.00	\$1,511.42	\$1,511.42	\$16,660.52	(\$525.94)
300 - PURCHASED SERVICES	\$34,250.00	\$0.00	\$0.00	\$0.00	\$34,250.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
400 - SUPPLIES & MATERIALS	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
600 - OTHER OBJECTS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2660 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$534,698.00	\$36,230.28	\$36,230.28	\$469,084.73	\$29,382.99
200 - EMPLOYEE BENEFITS	\$119,278.00	\$7,153.57	\$7,153.57	\$94,559.62	\$17,564.81
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	\$164,000.00	\$0.00	\$0.00	\$0.00	\$164,000.00
600 - OTHER OBJECTS	\$2,439,019.00	\$38,866.28	\$38,866.28	\$0.00	\$2,400,152.72
10 - EDUCATIONAL Total:	\$23,003,579.00	\$490,262.26	\$490,262.26	\$16,819,463.00	\$5,693,853.74

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
20 - OPERATIONS & MAINTENANCE					
0 - EXPENDITURES					
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
100 - SALARIES	\$526,163.00	\$37,732.91	\$37,732.91	\$433,436.82	\$54,993.27
200 - EMPLOYEE BENEFITS	\$83,217.00	\$7,171.33	\$7,171.33	\$78,996.31	(\$2,950.64)
300 - PURCHASED SERVICES	\$960,700.00	\$134,322.71	\$134,322.71	\$19,427.25	\$806,950.04
400 - SUPPLIES & MATERIALS	\$453,014.00	\$29,736.50	\$29,736.50	\$4,701.10	\$418,576.40
500 - CAPITAL OUTLAY	\$186,500.00	\$14,340.25	\$14,340.25	\$10,883.42	\$161,276.33
600 - OTHER OBJECTS	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
700 - NON-CAPITAL EQUIPMENT	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00
20 - OPERATIONS & MAINTENANCE Total:	\$2,241,344.00	\$223,303.70	\$223,303.70	\$547,444.90	\$1,470,595.40

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2023 Range To Date Year To Date Encumbrance Budget Balance

30 - DEBT SERVICE

0 - EXPENDITURES

5140 - DEBT SERVICE - INTEREST PAYMENTS

600 - OTHER OBJECTS	\$640,100.00	\$0.00	\$0.00	\$0.00	\$640,100.00
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5200 - INTEREST ON BONDS OUTSTANDING

600 - OTHER OBJECTS	\$1,165,000.00	\$0.00	\$0.00	\$0.00	\$1,165,000.00
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5400 - DEBT SERVICE LEASES

600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
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30 - DEBT SERVICE Total:	\$1,807,600.00	\$0.00	\$0.00	\$0.00	\$1,807,600.00
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2023 Range To Date Year To Date Encumbrance Budget Balance

40 - TRANSPORTATION

0 - EXPENDITURES

2550 - PUPIL TRANSPORTATION

300 - PURCHASED SERVICES

\$1,440,000.00	\$74,932.74	\$74,932.74	\$0.00	\$1,365,067.26
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40 - TRANSPORTATION Total:	\$1,440,000.00	\$74,932.74	\$74,932.74	\$0.00	\$1,365,067.26
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
51 - IMRF					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,875.00	\$0.00	\$0.00	\$365.60	\$3,509.40
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,700.00	\$0.00	\$0.00	\$5,155.50	(\$455.50)
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$30,100.00	\$0.00	\$0.00	\$31,415.76	(\$1,315.76)
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$2,400.00	\$0.00	\$0.00	\$0.00	\$2,400.00
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,000.00	\$177.78	\$177.78	\$21.26	\$800.96
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$16,800.00	\$136.38	\$136.38	\$15,043.78	\$1,619.84
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$5,600.00	\$473.20	\$473.20	\$5,678.39	(\$551.59)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$1,750.00	\$148.42	\$148.42	\$1,781.04	(\$179.46)
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$15,720.00	\$1,331.30	\$1,331.30	\$15,975.60	(\$1,586.90)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$21,000.00	\$1,704.38	\$1,704.38	\$21,244.30	(\$1,948.68)
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$48,200.00	\$3,758.14	\$3,758.14	\$43,167.88	\$1,273.98
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$22,300.00	\$471.10	\$471.10	\$19,616.93	\$2,211.97
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$7,050.00	\$602.30	\$602.30	\$7,227.59	(\$779.89)
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$34,000.00	\$2,348.03	\$2,348.03	\$31,598.22	\$53.75
51 - IMRF Total:	\$215,895.00	\$11,151.03	\$11,151.03	\$198,291.85	\$6,452.12

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
52 - SOCIAL SECURITY AND MEDICARE					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$124,215.00	\$59.27	\$59.27	\$102,434.90	\$21,720.83
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,489.00	\$0.00	\$0.00	\$4,662.83	\$1,826.17
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$38,433.00	\$0.00	\$0.00	\$32,812.08	\$5,620.92
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$8,492.00	\$0.00	\$0.00	\$8,054.14	\$437.86
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,805.00	\$0.00	\$0.00	\$444.76	\$3,360.24
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,785.00	\$797.92	\$797.92	\$27.67	\$3,959.41
1650 - GIFTED PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,534.00	\$0.00	\$0.00	\$6,179.70	\$354.30
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,639.00	\$0.00	\$0.00	\$9,140.15	\$498.85
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$5,863.00	\$0.00	\$0.00	\$5,648.20	\$214.80
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$12,192.00	\$114.15	\$114.15	\$10,202.94	\$1,874.91
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,606.00	\$0.00	\$0.00	\$2,415.14	\$190.86
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$3,984.00	\$0.00	\$0.00	\$3,713.06	\$270.94
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$7,732.00	\$0.00	\$0.00	\$223.89	\$7,508.11
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$8,536.00	\$573.97	\$573.97	\$7,740.31	\$221.72
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,961.00	\$0.00	\$0.00	\$3,825.65	\$135.35
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$3,951.00	\$835.25	\$835.25	\$3,305.22	(\$189.47)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$3,339.00	\$244.62	\$244.62	\$2,947.50	\$146.88
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$20,885.00	\$1,402.22	\$1,402.22	\$17,028.79	\$2,453.99
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,758.00	\$208.98	\$208.98	\$2,510.82	\$38.20
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$17,547.00	\$1,129.97	\$1,129.97	\$14,344.97	\$2,072.06
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$40,261.00	\$2,720.93	\$2,720.93	\$31,332.65	\$6,207.42
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$19,173.00	\$345.02	\$345.02	\$13,192.14	\$5,635.84
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$6,010.00	\$461.22	\$461.22	\$5,535.56	\$13.22
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$30,613.00	\$1,819.16	\$1,819.16	\$24,090.18	\$4,703.66
52 - SOCIAL SECURITY AND MEDICARE Total:	\$391,803.00	\$10,712.68	\$10,712.68	\$311,813.25	\$69,277.07

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2023 Range To Date Year To Date Encumbrance Budget Balance

60 - CAPITAL PROJECTS

0 - EXPENDITURES

2530 - FACILITY ACQUISITION & CONSTRUCTION

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
300 - PURCHASED SERVICES	\$571,118.00	\$346,794.36	\$346,794.36	\$0.00	\$224,323.64
500 - CAPITAL OUTLAY	\$3,077,144.00	\$567,446.90	\$567,446.90	\$450,585.42	\$2,059,111.68
60 - CAPITAL PROJECTS Total:	\$3,648,262.00	\$914,241.26	\$914,241.26	\$450,585.42	\$2,283,435.32

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2023 Range To Date Year To Date Encumbrance Budget Balance

80 - TORT IMMUNITY

0 - EXPENDITURES

2362 - WORKERS COMPENSATION INSURANCE

300 - PURCHASED SERVICES	\$69,000.00	\$0.00	\$0.00	\$0.00	\$69,000.00
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2366 - JUDGMENTS/SETTLEMENTS

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

300 - PURCHASED SERVICES	\$150,000.00	\$23,509.00	\$23,509.00	\$0.00	\$126,491.00
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80 - TORT IMMUNITY Total:	\$224,000.00	\$23,509.00	\$23,509.00	\$0.00	\$200,491.00
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2023 Range To Date Year To Date Encumbrance Budget Balance

90 - FIRE PREVENTION & SAFETY

 0 - EXPENDITURES

 2530 - FACILITY ACQUISITION & CONSTRUCTION

300 - PURCHASED SERVICES	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
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 2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY	\$253,000.00	\$50,000.00	\$50,000.00	\$0.00	\$203,000.00
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90 - FIRE PREVENTION & SAFETY Total:	\$278,000.00	\$50,000.00	\$50,000.00	\$0.00	\$228,000.00
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:7/1/2022 To Date:7/31/2022

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

Account Type: EXPENDITURE

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

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
Grand Total:	\$33,250,483.00	\$1,798,112.67	\$1,798,112.67	\$18,327,598.42	\$13,124,771.91

End of Report



DATE: September 22, 2022

TOPIC: 2022-23 Blackboard Inc. Website & Mobile App Contract

BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Lincolnwood School District 74 has subscribed to Blackboard Inc. for many years and uses its services for its hosting of the school district website and mobile app services. In the past, the District paid over \$6,000 for these services, but consolidating these into a single website saved the District thousands.

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

Fiscal Impact:

\$2,027.42

The District paid \$1,988.61 during the 2021-22 school year to Blackboard Inc. for one website and one mobile app.

Recommendation:

At the August 18, 2022 Finance Committee, the Committee concurred to recommend to the Board of Education to approve the 2022-23 Blackboard Inc. Contract for website and mobile app services in the amount of \$2,027.42 based upon receipt of a SOPPA Agreement from Blackboard Inc..

The District is now in receipt of this document. The Administration recommends, again, that the Finance Committee recommends to the Board of Education to approve the 2022-23 Blackboard Inc. Contract for website and mobile app services in the amount of \$2,027.42 at the October 6, 2022 Board of Education meeting.

New Period or Contract Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:

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

Date: 08/02/2022
Customer No: 326648
Document No: CSF000874392

Customer Primary Contact: Christina Audisho

PRODUCTS AND SERVICES SUBJECT TO NEW PERIOD OR RENEWAL:

<u>Qty</u>	<u>Product Code</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
1235	MCA-APP	Custom, branded mobile app with access to news, calendars, social media, notifications, and other vital school information.	07/01/2022	06/30/2023	531.05
1	WCM-ESSN	Website and content management system software with reliable web hosting.	07/01/2022	06/30/2023	1,496.37

Renewal Amount (USD) 2,027.42

CONFIRMATION:

Per the terms of your contract currently in place for Blackboard products and/or services, the next period or contract renewal period starts on **07/01/2022**. With respect to contract renewals, per the terms of your contract your license(s) may be automatically renewed 30 days prior to the renewal period start date, and **use of the product and/or services on or beyond 07/01/2022 may result in an automatic invoice from Blackboard for the renewal amount noted above.**

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

Your invoice will be sent separately and will include the payment instructions and total amount due. You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Amount Due noted above and will be added, where applicable, when invoiced.

Please take the following actions prior to 07/01/2022:

1. Contact your Renewal Representative or operations@blackboard.com to request an invoice **OR** issue a purchase order, if required.
2. Provide updated billing information if inaccurate.
3. If you are exempt from paying sales tax, please remit a copy of your state tax exempt certificate with payment of your invoice or a copy to exemptcerts@blackboard.com.

Purchase Orders and/or Tax-Exempt Form can be sent via any one of the following methods by **08/08/2022**:

- Email: operations@blackboard.com
- Fax: +1.312.236.7251

Standard Student Data Privacy Agreement

**IL-NDPA Standard
Version 1.0a**

School District or LEA

Lincolnwood School District #74

and

Provider

Blackboard 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:

Lincolnwood School District #74, located at 6950 N. East Prairie Road, Lincolnwood, IL 60712-2554 (the “Local Education Agency” or “LEA”) and Blackboard Inc., located at 11720 Plaza America Drive, 11th Floor, Reston, Virginia 20190 (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: Jordan Stephen Title: Director Of Technology

Address: 6950 East Prairie Road, Lincolnwood, IL 60712

Phone: 847-675-8234 Email: jstephen@sd74.org

The designated representative for the Provider for this DPA is:

Name: Michael Pohorylo Title: Deputy General Counsel

Address: 11720 Plaza America Drive, Reston, Virginia 20190

Phone: 800-424-9299 Email: GeneralCounsel@Blackboard.com

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

LEA: ~~Lincolnwood School District #74~~

By:  Date: 9/15/2022

Printed Name: Jordan Stephan Title/Position: Director of Technology

Provider: Blackboard Inc.

By: Date: 9/15/2022

Printed Name: Michael Pohorylo Title/Position: Deputy General Counsel

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

- 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
- 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"**.
- 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.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 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.
- 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.
- 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**. Audits of the Providers' security and privacy measures should generally be conducted using documentation provided by the Provider. If the documentation provided by the Provider is not sufficient to assess the Provider's implementation of the security and privacy measures, 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"**. 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 without undue delay (and in any event within the time period required by applicable law) following the 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

[Intentionally omitted]

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 DPA 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

The services are described in the order form and Service Agreement.

EXHIBIT "B"
SCHEDULE OF DATA

Web Site

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 checked="" type="checkbox"/>	
Assessment	Standardized test scores	<input checked="" type="checkbox"/>	
	Observation data	<input checked="" type="checkbox"/>	
	Other assessment data-Please specify:	<input checked="" type="checkbox"/>	
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>	
	Student class attendance data	<input checked="" type="checkbox"/>	
Communications	Online communications captured (emails, blog entries)	<input checked="" type="checkbox"/>	
Conduct	Conduct or behavioral data	<input type="checkbox"/>	
Demographics	Date of Birth	<input type="checkbox"/>	
	Place of Birth	<input type="checkbox"/>	
	Gender	<input 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 checked="" type="checkbox"/>	
	Student grade level	<input type="checkbox"/>	
	Homeroom	<input checked="" 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 checked="" type="checkbox"/>	
	Email	<input checked="" type="checkbox"/>	

Category of Data	Elements	Check if Used by Your System	
	Phone	<input checked="" type="checkbox"/>	
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>	
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>	
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>	
	Teacher names	<input checked="" type="checkbox"/>	
Special Indicator	English language learner information	<input 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 checked="" type="checkbox"/>	
	Email	<input checked="" type="checkbox"/>	
	Phone	<input checked="" type="checkbox"/>	
Student Identifiers	Local (School district) ID number	<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	
	Student course data	<input checked="" type="checkbox"/>	

Category of Data	Elements	Check if Used by Your System	
	Student course grades/ performance scores	<input checked="" 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 "B"
SCHEDULE OF DATA

Mobile App

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 checked="" type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>
	Student class attendance data	<input checked="" type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input 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 checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" 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 checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System	
	Phone	<input checked="" type="checkbox"/>	
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>	
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>	
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>	
	Teacher names	<input checked="" type="checkbox"/>	
Special Indicator	English language learner information	<input 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 checked="" type="checkbox"/>	
	Email	<input checked="" type="checkbox"/>	
	Phone	<input checked="" type="checkbox"/>	
Student Identifiers	Local (School district) ID number	<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	
	Student course data	<input checked="" type="checkbox"/>	

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input checked="" type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input checked="" type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input checked="" 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:

[Data that is (i) required by applicable laws; (ii) required as part of our automated backup and recovery processes so long as the backup and recovery storage system is inaccessible to the public and unable to be used in the ordinary course of business by Blackboard; (iii) an Authorized User has downloaded, saved, transferred or otherwise maintained their own personal information in a personal account; and/or (iv) it is aggregated or De-Identified Data and Blackboard has implemented technical safeguards and business processes to prohibit the reidentification of the information with an individual. If you request deletion of Personal Information in archival and back-up-files, you shall bear the costs including costs for business interruptions associated with such request.]

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

2. Nature of Disposition

Disposition shall be by destruction or deletion of data. Upon request, data can be returned.

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 []

EXHIBIT "E"

[Intentionally omitted]

**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

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input checked="" 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 checked="" 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

Provider security measures

The Provider uses the following technical and organizational measures to protect Student Data:

Management controls

- The Provider maintains a comprehensive information security program with an appropriate governance structure (including a dedicated Information Security team) and written security policies to oversee and manage risks related to the confidentiality, availability and integrity of Personal Information.
- The Provider aligns its information security program and measures with industry best practices, such as the International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) 27001, Open Web Application Security Project (OWASP), and National Institute of Standards and Technology (NIST) 800 frameworks. These controls are distilled and incorporated

into an internal compliance framework that is applicable to all products and services.

- The Provider uses internal resources and third-party contractors to perform audits and vulnerability assessments and provide guidance on best practices for select systems containing Student Data. System assessments and network audits are performed regularly. Issues identified during audits are prioritized and remediated as part of ongoing security monitoring using a risk management methodology.
- The Provider's employees receive security and data privacy training when they start and regularly thereafter. Awareness campaigns are used to raise awareness about information security risks and our information security policies and procedures. Select staff, such as developers, receive additional security training tailored to their job role. Completion of training is tracked.
- New employees undergo background checks prior to onboarding, where permitted by applicable law, and sign a confidentiality agreement.
- Employees are required to comply with internal policies on the acceptable use of corporate IT assets. These policies address requirements on clean desk and secure workspaces, protecting system resources and electronic communications, protecting information, and general use of technology assets. The Provider's employees are made aware that non-compliance with these policies can lead to disciplinary action, up to and including termination of employment/contract.
- The Provider maintains a vendor risk management program to manage the security and integrity of its supply chain. The procurement process for third party service providers that have access to confidential information (including Student Data) includes a vendor security and privacy assessment review and a contract review by the Legal team.
- The Provider has a documented security incident response process for responding to, documenting, and mitigating security incidents and notifying its clients, authorities or other parties as required. The process is tested regularly.

Admission control

- The Provider employs appropriate physical safeguards to prevent unauthorized persons from gaining access to the premises where Student Data is collected, processed and used. Such premises may only be entered by the Provider and/or its agents.
- The Provider and its service providers implement physical security controls for the data centers used to store Student Data. These controls are commensurate with industry best practices and local regulations, which include 24x7x365 video monitoring, guards, secured ingress/egress, badged access, sign-in/sign-out logs, restricted access, and other best practices.
- The Provider uses appropriate measures to secure buildings, such as using access cards or fobs for employee access.
- The Provider uses appropriate measures to ensure that Student Data held in hardcopy are kept securely e.g., in locked rooms or filing cabinet. Generally, steps are taken to ensure that access to hardcopy Student Data is limited in the same way it would be on an electronic IT system i.e., access is limited to those individuals where it is necessary for them to have access in order for them to perform their job role.

Entry control

- The Provider uses appropriate measures to prevent unauthorized parties from accessing or using its systems containing Student Data.
- The Provider requires authentication and authorization to gain access to systems that process Student Data (i.e., require users to enter a user id and password before they are permitted access to such systems).
- The Provider has procedures in place to permit only authorized persons to access Student Data

internally or externally by using authentication procedures (e.g., by means of appropriate passwords), except as otherwise enabled by the LEA.

Access control

- The Provider employs appropriate measures to prevent individuals accessing Student Data unless they hold a specific access authorization.
- The Provider only permits access to Student Data which the employee (or agent) needs for his/her job role or the purpose they are given access to Provider's systems for (i.e., the Provider implements measures to ensure least privilege access to systems that process Student Data). System administration and privileged access is controlled and enforced on a need-to-know basis and is reviewed regularly.
- The Provider has in place appropriate procedures for controlling the allocation and revocation of access rights to Student Data. For example, having in place appropriate procedures for revoking employee access to systems that process Student Data when they leave their job or change role. Unnecessary and default user accounts and passwords are disabled on servers.
- Provider's systems containing Student Data are protected by user identifiers, passwords and role-based access rights. Special access rights are produced for the purposes of technical maintenance which do not allow access to Student Data.
- The Provider implements methods to provide audit logging to establish accountability by monitoring network devices, servers, and applications. Where applicable, aberrant activity generates alerts for investigation and/or action.
- All employees must use multi-factor authentication for remote access to IT assets within the corporate network.
- The Provider takes appropriate administrative safeguards to protect its services against external attacks, including, for example, deploying firewalls and using services to provide 24x7x365 security monitoring of its data centers to protect and defend against external security threats.

Transmission control

- The Provider employs appropriate measures to protect the confidentiality, integrity and availability of Student Data during electronic transmission.
- The Provider encrypts Student Data while in transit over the internet.

Input control

- The Provider maintains logging and auditing systems to monitor activity related to the input of Student Data.

Order control

- The Provider ensures that all requests from the LEA with respect to Student Data are processed strictly in compliance with the LEA's instructions through the use of clear and unambiguous contract terms; comprehensive statements of work; appropriately designed policies and processes, and training.

Availability control

- The Provider protect Student Data in its possession against unintentional destruction or loss by implementing appropriate management, operations, and technical controls such as firewalls;

monitoring; and backup procedures. Example measures that may also be taken include mirroring of storage media, uninterruptible power supply (UPS); remote storage; and disaster recovery plans.

EXHIBIT "G" – Supplemental SDPC (Student Data Privacy

Consortium) State Terms for Illinois

Version 1.1 (Revised March 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 [NAME OF SCHOOL] (the "Local Education Agency" or "LEA") and Blackboard 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 their obligations under the Agreement, the Parties shall comply with all applicable 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 defined in Section 2 of ISSRA (105 ILCS 10/2(d)), and (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, unless legally prohibited from doing so. 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, unless such disclosure is legally prohibited.

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.

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 10 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.

6. **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.

7. **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"). ~~educational or administrative~~

8. **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. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

9. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall, subject to the limitations of liabilities in the Service Agreement, reimburse the LEA for all reasonable "Notification Related Costs." Notification Related Costs are limited to internal and external costs associated with addressing and responding to a confirmed Security Breach, including but not limited to: (a) preparation and mailing or other transmission of notifications required by applicable law; (b) establishment of an adequate call center and other communications procedures in response to the confirmed Security Breach; (c) costs for remediation measures such as credit monitoring or reporting services for affected individuals for at least twelve (12) months in relation to a Security Breach that involves social security numbers, or to the extent required by law. With respect to any Security Breach which does not result from a breach of the security obligations in this DPA by the Provider, its agents, or Subprocessors acting on its behalf, any third-party notifications, if any, shall be at the LEA's expense.

10. **Transfer or Deletion of Student Data.** If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the LEA will provide written notice to the Provider 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, upon request provide written confirmation to the LEA of such deletion or transfer. 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 unless the LEA can delete the Student Data in question using the existing product functionalities.

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

11. **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**.

12. **Subcontractors.** The list of the Providers' Subcontractors to whom Student Data is available in the Provider's Client Support Portal at https://blackboard.secure.force.com/btbb_articleview?id=kA53900000001LM. This list is regularly updated and the LEA can subscribe to email notifications of any changes to the list at the link above.

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."

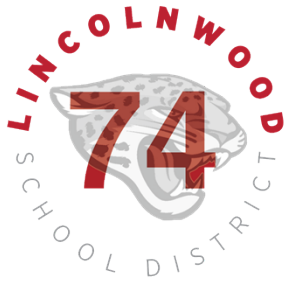
15. Termination. Paragraph 1 of the Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate 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, shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality or privacy requirements contained in this DPA.

20. Exhibits A and B. The Services described in Exhibit A and the Schedule of Data in Exhibit A 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.



Executive Summary Finance Committee Meeting

DATE: September 22, 2022

TOPIC: Resolution Regarding IDOT Hazardous Transportation Routes

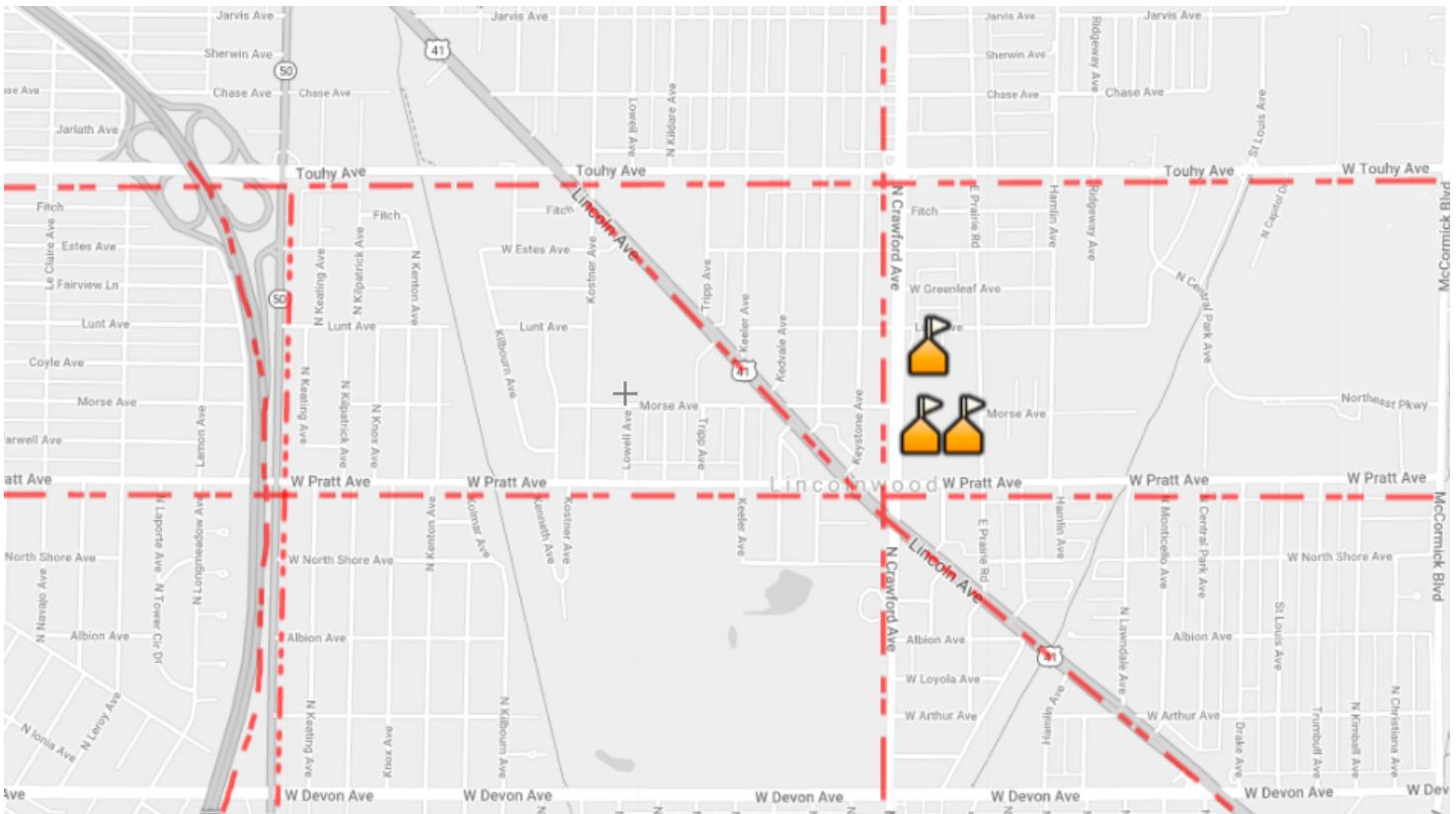
PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

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



Cicero Avenue

Crawford Avenue

I-94

Lincoln Avenue

Pratt Avenue

Touhy Avenue

Fiscal Impact:

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

Recommendation:

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 6th day of October, 2022.

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

By: _____
Its President

ATTEST:

Its Secretary



Executive Summary Finance Committee Meeting

DATE: September 22, 2022

TOPIC: Renewal of CultureGrams by ProQuest for the 2022-23 School Year

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District's subscription to CultureGrams, produced by ProQuest is up for renewal and has been used within the District since 2007. CultureGrams provides students in all grades access to reliable, and up-to-date cultural content, fostering an understanding and appreciation of the world's countries and peoples.

CultureGrams is one of the most trusted and widely used cultural reference and curriculum products found in education, government, and non-profit arenas. After analyzing the site and its traffic, CultureGrams averages over 25,000 searches per year from students and teachers within the District.

The District's Legal Counsel reviewed the terms and service provided by ProQuest and has prepared the standard Amendment covering auto renewal, governing law, etc. ProQuest has not returned the signed amendment as of yet. The District is using CultureGrams and the website in such a way that the publisher is not collecting individual data on students. The District currently has an Exhibit E on record to cover any SOPPA student information.

Fiscal Impact:

\$1,264.43. The District paid \$1227.60 during the 2021-2022 school year for the CultureGrams subscription.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the subscription to CultureGrams in the amount of \$1,264.43 for the 2022-23 school year.

Privacy Policy

[Submit a Data Subject Request](#)

Part of Clarivate



LAST UPDATED: July 8, 2022

EFFECTIVE DATE: July 8, 2022

[About this Policy](#)
[Data Controller](#)
[Types of Information We Collect About You](#)
[Information you or your Institution may provide](#)
[Information collected automatically](#)
[How We Collect Information About You](#)
[Cookies and Similar Technologies](#)
[How We Use and Share Information About You](#)
[Legal Basis for Processing](#)
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[Your Rights and Choices](#)
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About this Policy

This Privacy Policy describes the privacy practices of ProQuest LLC and its subsidiary companies, including the global businesses operating under the following business names and brands ("ProQuest", "we", "our" or "us") with respect to how we collect, use, store, disclose and transfer the information you provide when you interact with us through our websites, brands, and applications (the "**ProQuest Services**"), and when you communicate with us through other means such as email or by telephone. The ProQuest Services include, but are not limited to:

360 Services
Alexander Street
AquaBrowser
Books In Print
Courtts Information Services
CultureGrams

Dialog
Dialog Solutions
eLibrary
MyResearch
OASIS
Pivot

ProQuest
RefWorks
Rialto
SIRS
Summon
Ulrich's
UMI

Please note that Heritage Quest® Online, Ancestry Library Edition, O'Reilly for Higher Education (formerly Safari Books Online), Factiva and other third party services distributed but not operated by ProQuest are subject to their own privacy policies.

Privacy Policy

[Submit a Data Subject Request](#)

This Policy does not apply to any websites owned, operated by, or associated with R.R. Bowker LLC ("Bowker") or Ex Libris Group LLC or its subsidiary Ex Libris (USA), Inc. ("Ex Libris"). All Bowker and Ex Libris websites are governed by their own privacy policies and/or practices.

Data Controller or Data Processor

ProQuest LLC is the data controller for all data described by this policy except as specified below, which means that ProQuest determines the purposes and means of the processing of personal data with respect to the ProQuest Services.

ProQuest LLC is the data processor with respect to all personal information described by this policy with respect to all Workflow Solutions services with the exception of AquaBrowser and Ulrich's XML Data Service.

Types of Information We Collect About You

Information you or your Institution may provide

Depending upon the ProQuest Services you are accessing, we may collect information such as

- Contact details such as (for example) your full (i.e., first and last) name, institutional affiliations, phone number, email address, and postal address
- If you are a paying subscriber, we may collect your credit or other payment card information
- Educational and professional background information
- Usernames and passwords
- Comments, feedback, posts and other content you submit to the ProQuest Service
- Information you provide to or post on message boards or chat rooms that are part of the ProQuest Services
- Interests and communication preferences

In all cases, you will be given advanced notice of what information specific to you we are collecting. Posting information on message boards or in chat rooms is never required.

Information collected automatically

Depending upon the ProQuest Service you are using, ProQuest may also automatically collect information about you or your computer or device that does not directly identify you. This information may include:

- Information about your use of ProQuest Services (including web pages you have visited, apps you have downloaded, parts or functions of the ProQuest Services you have used or viewed, content you have accessed or viewed, library items you have checked out, and transaction history)
- IP address and device identifiers, information about your Internet connection
- Information about the equipment or software you use to access ProQuest Services

Information is only collected to the extent that it is necessary for us to provide the ProQuest Services that you use, to optimize your user experience, and/or to make improvements to the ProQuest Service. ProQuest does not serve advertising within any of the ProQuest Services, but may track your activities on our product information websites such as about.proquest.com in order to serve advertising to you through third party sites. Please see our [Cookies and Similar Technologies](#) page for more information about how we use cookies and other tracking technologies.

You have the ability to choose to opt out of inclusion of your personal information at the point of disclosure. You may choose whether your personal information is (i) to be disclosed to a third party or (ii) to be used for a purpose that is materially different from the purpose(s) for which it was originally collected or subsequently authorized by you. You may also opt out of use of your personal information as outlined below under *Access, Correction, and Erasure*.

How We Collect Information About You

We collect information about you in three main ways:

- **Information Directly Provided by You or Your Institution:** We collect information about you when you register for ProQuest Services, download an app, sign up for email or text alerts, make other purchases via a ProQuest Service, request products or services, respond to

Privacy Policy

[Submit a Data Subject Request](#)

- **Information Collected Automatically Using Technological Means:** We collect information through the use of cookies and similar technologies to log your activities while visiting the ProQuest Sites. You may set your browser to block all cookies, including cookies associated with ProQuest Services, or to indicate when a cookie is being set by us. However, it is important to remember that many of our services may not function properly (or at all) if your cookies are disabled. Please see our [Cookies and Similar Technologies](#) page for more information about how we use cookies and other tracking technologies.
- **Information Collected Through Third Parties:** We work with third parties (for example, data aggregators) and may receive information about you from them.

Cookies and Similar Technologies

ProQuest uses cookies to manage and improve the functionality of our websites and to enable us to better understand how you use our services. A cookie is a tiny text document, which usually includes anonymous information about the user. You can set your browser to not accept ProQuest's cookies, but you might not be able to access all aspects of the ProQuest Site you are visiting. For more information, visit [Cookies and Similar Technologies](#).

How We Use and Share Information About You

ProQuest uses the information we collect for the purposes of authorizing and processing transactions, authenticating users, customer service, customer support, content processing, content classification, and providing you with information concerning the ProQuest Services. We will retain this information for as long as the customer account is active or as needed to provide the ProQuest Services, comply with our legal obligations, resolve disputes, and as needed to comply with or enforce our licenses and other agreements.

We may share information—such as aggregate data and information about your use of ProQuest Services—with third parties as outlined below. We may also share the information about you in ways disclosed at the time you provide that information.

ProQuest remains responsible for the personal data that we share with third parties for processing on our behalf, and we remain liable under this privacy policy if such third parties process such personal data in a manner inconsistent with this privacy policy and we are responsible for the event giving rise to the damage.

Please keep in mind that any information you disclose publicly – either in a Public Profile or through message boards or other public areas – may be collected and used by others, may be indexable by search engines, and might not be able to be erased from public view to the extent they have been copied to external sites. Please be careful when disclosing personal information in these public areas.

The following is a list of instances where we may share your information with third parties:

- **Institutions or Businesses:** If you access the Service through your affiliation with an institution or through your employer, your information and certain usage data gathered through the ProQuest Service may be shared with the institution or business for the purposes of usage analysis, access and license management, collection management, contract and regulatory compliance, and cost allocation.
- **Publishers/Content Providers:** We may provide anonymized information to publishers so that they understand how their content is being used and consumed.
- **Service Providers:** At times ProQuest may hire other companies to process data or do work on our behalf. This is always pursuant to a contract that requires the third-party service provider to protect your information consistent with this privacy policy. These companies are only provided the information they need to perform their functions and the information can only be used to perform the services on our behalf or to comply with legal requirements. We do not disclose personal information to third parties for direct marketing purposes.
- **Public Profiles:** Information provided by you or your institution for the purposes of populating a public profile within a ProQuest Service will be searchable and viewable by anyone who has access to the ProQuest Service. The information contained in your public profile is made available to other users of the ProQuest Service as an aid to research and to foster collaboration between researchers. Users are not authorized by ProQuest to use the Public Profile information for any other purpose. Should you wish to remove your public profile, follow the instructions under the Access, Correction, and Erasure section of this policy.
- **Message Boards and Other Public Areas:** Information you post on message boards, chat rooms, or other public areas that are part of the ProQuest Services is public and will not be kept private. Should you wish to remove your postings from message boards or other public areas, follow the instructions under the Access, Correction, and Erasure section of this policy.
- **Contests and Sweepstakes:** We may publicly disclose the name, city and state of contest and sweepstakes winners as permitted by the contest/sweepstakes rules or as required by law. You may be required to consent to if you wish to enter a given contest or sweepstakes.
- **Sale or Purchase of Business or Assets:** If ProQuest is involved in a merger, acquisition, or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a

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protect the rights or safety of ProQuest Services users, us, or others. We will provide notice to individuals prior to such disclosures, to the extent it is practicable to do so allowed by law.

Legal Basis for Processing (in the EEA)

If you are an individual in the European Economic Area (EEA), ProQuest collects and processes information about you only where we have legal bases for doing so under applicable law. The legal bases depend on the Services you use and how you use them. This means we collect and use information only where:

- We need it to perform a contract and/or to provide the ProQuest Services to you, to operate the ProQuest Services, provide customer support and personalize features and to protect the safety and security of the ProQuest Services.
- It satisfies a legitimate interest (which is not overridden by your data protection interests), such as for research and development, to market and promote the ProQuest Services and to protect our legal rights and interests.
- You give us consent to do so for a specific purpose.
- We need to process your data to comply with a legal obligation.

Where ProQuest relies on your consent to process personal information, you have the right to withdraw your consent at any time, and where we rely on legitimate interest, you may have the right to object to our processing.

Security

ProQuest takes commercially reasonable security measures to protect against unauthorized access to, or unauthorized alteration, disclosure or destruction of, data that you share and that we collect and store. These security measures may include practices such as keeping your data on a secured server behind a firewall, internal reviews of our data collection practices and platforms, industry-standard encryption technologies, and physical security measures to guard against unauthorized access to systems where we store your information.

If you have reason to believe that a third-party has gained unauthorized access to your information, please contact us immediately by submitting a Data Subject Request. If ProQuest becomes aware of any data breach, it will notify you as soon as reasonably possible.

Your Rights and Choices

Communication Preferences and Opt-outs

If you have subscribed to one or more of our email newsletters or are receiving marketing emails from us and you don't want them anymore, you can unsubscribe. Follow the instructions contained in the email message to opt-out of receiving future messages of that type. However, you cannot unsubscribe from some service related messages so long as you maintain an account with ProQuest.

Access, Correction, and Erasure

Registered users or account administrators for an institution may update or remove their personal information using account settings within the particular ProQuest Services. To the extent reasonably feasible, we provide online access to a user's information and the ability to review, update, delete, and/or correct it. You may also request access to other personal information about you that may be held by ProQuest.

Postings from message boards or other public areas, may be deleted by using the tools provided when you are logged-in to the particular service; or you may contact ProQuest at [Data Subject Request](#) with the details and location of the content (such as a direct link to the information), and ProQuest will make commercially reasonable efforts to remove the content.

To help protect your privacy and security, we will take reasonable steps to verify your identity, such as requiring a password, user ID, or other verification before granting access to or removing your information.

If you are over 13 but under the age of majority, and you have posted content (or see content posted about you) that you cannot remove yourself you may need to provide your full name, your state of residence, and your age at the time you posted it. We will remove the content from view.

Please note that where we are acting as a processor of personal data for our customer, we may first refer your request to the customer that submitted your personal data, and we will assist our customer as needed in responding to your request.

Please contact [Data Subject Request](#) for more information about exercising these rights.

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obligations.

We may retain your data for as long as you use the ProQuest Services and that information is needed to provide the ProQuest Services to you, and for a reasonable time thereafter in accordance with applicable law. ProQuest cannot honor requests to delete data that is required for ProQuest Services to function properly or that ProQuest is required to retain by law.

Children

The ProQuest Services are typically general audience websites, intended for use by users aged 13 and older. In cases where the ProQuest Services are intended for use by children registration information has been disabled.

The following ProQuest Services are offered to schools and libraries and are intended for use by students under the age of 13: *Culture Grams*, *SIRS* and *eLibrary* research services. These services may only be accessed through an authorized institutional account, and no personal information is collected from individual users when the products are accessed through the student interface.

In all cases, we do not market to nor intentionally collect any personally identifiable information from children under thirteen (13) years of age. If you are under 13, please do not register for any of our services or provide us with any personally identifying information (such as your name, email address or phone number). Please contact [Data Subject Request](#) if you are aware of any personal information supplied to one of ProQuest Sites by a child under the age of thirteen (13).

If you are over 13 but under the age of majority, and you have posted content (or see content posted about you) that you cannot remove yourself, you may send a "take-down" request to us at [Data Subject Request](#). You must provide us with a direct link to the information, along with your full name, your state of residence, and your age at the time you posted it. We will remove the content from view.

Links to Other Services and Websites

The ProQuest Services may contain links to information created and/or maintained on third-party websites. The third-party website will be displayed in a new browser window and the user will no longer be in the ProQuest environment. When users select a link to an outside website, they are leaving the ProQuest Site and are subject to the privacy and security policies of the owners of the third-party website. We are not responsible for, and we do not endorse or control, the policies or practices of any such website or services.

In some cases, we may embed a content feed, video player or other application from a third party into the ProQuest Services, and those feeds, players, or other applications may appear to be part of the ProQuest Services, even though they are provided or served by a third party. Such feeds, video players, and/or applications do not collect personal information from you. If information is required for the performance of the service, the service provider is required to protect your information consistent with this privacy policy. For further information, please see the "*How We Share Information About You*" section of this policy.

Updates to Our Privacy Policy

From time to time, we may revise this Privacy Policy. If we make material revisions to the way we collect or use your information, we will provide you with notice of those changes by either: (1) notifying you directly, (2) announcing the change on our ProQuest Services, and/or (3) posting the revised version of this Privacy Policy online.

You can determine when this Privacy Policy was last revised by referring to the "Last updated" legend at the top of this page. By continuing to use ProQuest Services after such updates, you affirm your agreement with the terms of the Privacy Policy. If we have made changes you don't agree with, you are free to request that we delete your information.

Questions

For any questions on this Privacy Policy or our data practices, you can contact us:

By mail at:

ProQuest
Attn: Data Protection Officer
789 E. Eisenhower Parkway
Ann Arbor, Michigan 48108

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the extent permissible under law, ProQuest shall not be liable for any direct, indirect, special, incidental, consequential or punitive damages relating to this Privacy Policy.

EU/US and Swiss–US Privacy Shield Frameworks

Where personal information is transferred from the European Economic Area (“EEA”) or Switzerland to a country that has not received an adequacy decision by the European Commission, ProQuest relies on appropriate safeguards such as the European Commission-approved Standard Contractual Clauses to transfer the data. The Privacy Shield Frameworks are not currently relied upon as a data transfer mechanism, but are maintained to demonstrate ProQuest’s commitment to the Privacy Shield Principles.

ProQuest complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom and/or Switzerland (as applicable) to the United States, respectively. ProQuest has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern.

Covered Entities. The following U.S. entities covered by this Privacy Policy have certified to the EU/US Privacy Shield and Swiss-U.S. Privacy Shield frameworks: ProQuest LLC, Alexander Street Press LLC, Alexander Street Audio LLC, Microtraining Associates LLC, Filmmakers Library Inc., Dialog LLC, and SIPX LLC.

To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>. Personal data from the European Union, the United Kingdom or Switzerland and/or on EU, UK or Swiss citizens may be collected by ProQuest and may be stored and processed in the United States or any other country in which ProQuest or its affiliates, subsidiaries or agents maintain facilities.

You have the right to access your personal data, and to have the data corrected, amended or deleted where it is inaccurate or processed in violation of the Privacy Shield Principles.

Dispute Resolution

In compliance with the EU-US Privacy Shield Principles and the Swiss-US Privacy Shield Principles, ProQuest commits to resolve complaints about your privacy and our collection or use of your personal information.

If you have an inquiry or complaint regarding whether ProQuest has violated its obligations under this Privacy Policy as to you or if you are an EU or Swiss resident with an inquiry or complaint regarding whether ProQuest has violated its obligations under the Privacy Shield Principles as to you (your “Complaint”), you should first contact ProQuest’s Global Information Security Office.

By mail at:

ProQuest
Attn: Data Protection Officer
789 E. Eisenhower Parkway
Ann Arbor, Michigan 48108
United States of America

Submit request: [Data Subject Request](#)

ProQuest will acknowledge your Complaint within 24 hours, and respond to your complaint within 45 days. ProQuest may ask that you provide additional information and/or request a one-on-one discussion or conference.

Step 2: Third Party Dispute Resolution. If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based [third party dispute resolution provider](#) (free of charge).

If you have a complaint left unresolved by all available recourse mechanisms, you may invoke binding arbitration. For additional information go here: www.privacyshield.gov/article?id=How-to-Submit-a-Complaint

ProQuest has further committed to cooperate with the panel established by the EU data protection authorities (DPAs), the UK Information Commissioner’s Office (ICO), and the Swiss Federal Data Protection and Information Commissioner (FDPIC) with regard to unresolved Privacy Shield complaints concerning data transferred from the EU, the UK and Switzerland.

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Part of **Clarivate**

ProQuest is committed to empowering researchers and librarians around the world. The company's portfolio of assets - including content, technologies, and deep expertise - drives better research outcomes for users and greater efficiency for the libraries and organizations that serve them.

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License Agreement consists of:
 ProQuest Customer Order Form
 Terms and Conditions 07/17/2017
 Addenda (if applicable)



By signing this License Agreement ("Agreement") with your signature below, you agree to license the Service under these terms and conditions below and you certify that you are authorized to enter into this Agreement on behalf of the Customer.

Customer: Lincolnwood School District 74		Authorization by ProQuest LLC:	
Authorization by Customer:			
Signature: _____	Duly Authorized Signature	Signature: _____	
Name: _____		Name: _____	
Title: _____		Title: _____	
Date Signed: _____		Date Signed: _____	

Q-00539217 US1688083

Product Name	Code	Start Date	End Date	Price
Culturegrams Online	CLTGRMO	9/1/2022	8/31/2023	1,264.43 USD
Total Price:				1,264.43USD

Product Notes:

Additional Information:

Billing Information: Please review your billing address to ensure its accuracy.		Shipping Information: Please confirm the shipping address is accurate.	
Jordan Stephen jstephen@sd74.org Lincolnwood School District 74 6950 N East Prairie Rd Lincolnwood IL United States 60712-2554		Jordan Stephen jstephen@sd74.org Lincolnwood School District 74 6950 N East Prairie Rd Lincolnwood IL United States 60712-2554	
Electronic Invoice Recipient(s): Jordan Stephen jstephen@sd74.org		Electronic Renewal Recipient(s): Jordan Stephen jstephen@sd74.org	
If your subscribing institution requires the use of Purchase Orders, please indicate below. Purchase Order #		Tax Registration Number # If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to taxinformation@proquest.com	

Invoices will be emailed to the bill-to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box: <input type="checkbox"/>	To sign up for our auto-renewal program as part of our 'go green' initiative, please check this box: <input type="checkbox"/> Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to the Customer, unless Customer sends written cancellation notice to ProQuest within 30-days of the Customer's receipt of the renewal invoice, with such cancellation to be effective as of the end of the current subscription period.
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Technical Contact:	Phone:	Email:

IP Authentication:	Barcode Scheme:	Alternative Authentication:	LIBCODE
	Length: Prefix:		
Authentication Instructions:			

Additional Sites:

Account Manager Information:

Chris Michaels
734-997-6822 | chris.michaels@proquest.com

Terms and Conditions

- License Grant. Subject to the terms of this Agreement, ProQuest LLC and its affiliates ("ProQuest") hereby grant to Customer a non-exclusive, non-transferable license (the "License") for Customer and its Authorized Users to access and use the products and services listed on Customer's approved Order Form (the "Service") solely at Customer's principal location and those locations identified on the Order Form or a separate schedule ("Additional Sites"). Additional locations may be added as Additional Sites upon written notice to ProQuest and payment of additional fees, if applicable. Access and use of the Service is only for the internal, research purposes of Customer and/or its Authorized Users as further described in Exhibit A (Permitted Uses). Customer does not acquire any intellectual property ownership in the Service or any associated software, systems, documentation, content, other materials and/or improvements made thereto, including improvements based upon customer feedback. All such rights and interests remain in ProQuest and its licensors.
- Authorized Users. Unless otherwise detailed on the Order Form, "Authorized User" means only: (a) For public libraries: library staff, individual residents of Customer's reasonably defined geographic area served, and walk-in patrons while they are on-site; (b) For schools and other academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons while they are on-site; and (c) For other types of organizations: employees and independent contractors, while performing their work. Authorized Users excludes Customer's corporate affiliates, academic bookstores, and alumni unless those users are expressly included and reflected on the Order Form or Additional Sites Schedule.
- Secure/Remote Access. All access and use of the Service must be made via a secure network and secure authentication methods. Use of the Service by remote access is allowed unless otherwise stated on the Order Form. Customer will strictly limit any remote access to its

Authorized Users through the use of secure methods of user verification. Customer will promptly notify ProQuest if Customer believes security has been compromised. Posting or sharing of passwords, or otherwise enabling access for the benefit of non-subscribing institutions or users, is strictly prohibited.

4. Updates to the Service. ProQuest will provide reasonable notice of any substantial modifications of information, databases, materials, capabilities, or services within the Service by email to Customer's representatives who sign up to receive updates. These changes shall be subject to the terms and conditions of this Agreement, and shall not materially alter use of the Service in an adverse manner.
5. Supplemental Terms. Some content included in the Service has terms of use applicable solely to such content. Content-specific terms are clearly displayed with the associated content or embedded in the systems and technologies incorporated into the Service. Where third-party databases or content are subject to supplemental terms, such terms shall be clearly referenced on the Order Form. Such supplemental terms shall not materially alter use of the Service.
6. Variations in Content. The content provided as part of the Service is primarily owned and supplied to ProQuest under agreement with third party licensors, and is subject to the continuation and extent of the license granted under such agreements. ProQuest shall have the right, in its reasonable and good faith discretion, to remove or modify materials in the Service because (a) ProQuest's right to distribute such materials lapses, (b) such materials contain errors or could be subject to an infringement or other adverse claim by a third party, or (c) particular content collections have changed due to editorial selection, coordination, or arrangement of materials.
7. Fees and Payments. Customer agrees to pay the fees for the Service shown on the Order Form within 30 days of receipt of ProQuest's invoice unless otherwise specified on the Order Form. Fees are based in part on Customer's population served, Authorized Users and Additional Sites at the time of the order or such other license parameters as may be listed on the Order Form. If any one or a combination of these elements materially increases (e.g., if the Customer acquires a new affiliate), a fee increase commensurate with such change may be required before access and use of the Service is provided to or for the benefit of the additional user population and/or Additional Sites. Firm U.S. Government orders require a valid purchase order and advance payment or payment in accordance with FAR 52.213.2.
8. U.S. Government Restricted Rights. Services include materials that are commercial technical data and/or computer databases and/or commercial computer software, as applicable, which were developed exclusively at private expense by ProQuest LLC, 789 E. Eisenhower Parkway, Ann Arbor, MI 48108. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software are subject to the limited rights restrictions of DFARS SUBPART 252.227-7202-3 (December 2011) Rights in Computer Software and Computer Software Documentation and/or subject to the restrictions of DFARS 252.227-7019 (Sep 2011) Validation of Asserted Restrictions – Computer Software, as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) Rights in Data-General, FAR 52-227-20(c)(2-3) (December 2007) Rights in Data-SBIR Program and/or subject to the restricted rights provisions of FAR 52.227-15 (December 2007) Representation of Limited Rights Data and Restricted Computer Software and FAR 52.227-19 (Dec 2007) Commercial Computer Software-Restricted Rights, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurement.

9. Term. Customer's access to a particular Service shall continue for the period on the Order Form, plus any agreed renewal period(s). This Agreement shall continue in force for so long as Customer subscribes to at least one Service. Thereafter, the following survive: Sections 9–11 and 13-16, and any perpetual archive licenses ("PAL") (subject to all relevant use restrictions and security requirements).
10. Termination for Breach. If a party breaches a material term of this Agreement and does not cure within 30 days from written notice, the other party may immediately terminate this Agreement in whole or as to the affected Service. If this Agreement is terminated in whole or in part for Customer's breach, (a) ProQuest shall disable access to any terminated Service, (b) Customer shall destroy any files, information, data or software derived from any terminated Service in its possession or control, and certify destruction upon request, and (c) ProQuest reserves the right to pursue all available legal remedies.
11. Remedial Action. Without limiting the above, ProQuest may suspend delivery of the Service if it reasonably determines that Customer's or an Authorized User's failure to comply with this Agreement may cause irreparable harm to it or its licensors. If delivery is suspended, ProQuest will work in good faith to restore Customer's access as soon as possible after the failure to comply has been remedied in full.
12. Service Level. If the Service or content are hosted by ProQuest, ProQuest will use commercially reasonable efforts to provide access to the Service on a continuous 24/7 basis (except for regularly scheduled maintenance) and free from viruses or other harmful software. ProQuest shall not be liable for any failure or delay or interruption in the Service or failure of any equipment or telecommunications resulting from any cause beyond ProQuest's reasonable control. Customer is responsible for providing all required information for account set up and activation, and for its own telecommunications connections and related third-party charges.
13. Limited Warranty and Disclaimer of Warranty. ProQuest warrants that the Service will perform substantially as documented on ProQuest's public websites (the "ProQuest Websites"). EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." PROQUEST AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO: MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, TIMELINESS, CORRECTNESS, RELIABILITY, CURRENCY, OR COMPLETENESS OF THE SERVICE OR ANY INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICE, EVEN IF ASSISTED BY PROQUEST. PROQUEST SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY PROQUEST WITH THE SERVICE AND PROVIDES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE SERVICE.
14. Limitation of Liability. THE MAXIMUM AGGREGATE LIABILITY OF PROQUEST AND ITS LICENSORS ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY PROQUEST FROM CUSTOMER FOR THE RELEVANT SERVICE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIMS. IN NO EVENT SHALL PROQUEST OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ITS AUTHORIZED USERS FOR (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES; OR (b) ANY CLAIM RELATED TO CUSTOMER'S OR ITS AUTHORIZED USERS'

USE OF COVER IMAGES OR USER-GENERATED CONTENT PROVIDED AS PART OF THE SERVICE; OR (c) UNAUTHORIZED USE OF THE SERVICE.

15. Place. ProQuest's principal place of business, where this contract is formed and all services will be deemed performed, is 789 E. Eisenhower Pkwy, Ann Arbor, MI 48108.
16. Entire Agreement. This Agreement consists of these Terms and Conditions, any applicable Order Form referencing these Terms and Conditions, and any Exhibits or Addenda attached hereto or referencing this Agreement (including the Exhibit A (Permitted Uses), and constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes all previous and contemporaneous agreements between the parties with respect to the same subject matter and may not be amended, except in a writing signed by the parties. The terms of Customer's purchase orders, if any, are for Customer's convenience and do not supersede or supplement any term or condition of this Agreement.

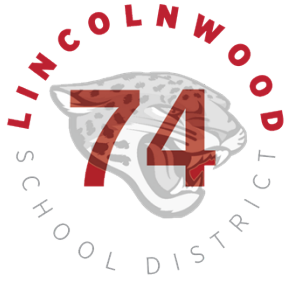
Exhibit A: Permitted Uses

1. Online Research Services. Services designed to facilitate online research may be used for Customer's internal research or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement:
 - a) Research and Analysis. Customer and its Authorized Users are permitted to display and use reasonable portions of information contained in the Service for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis.
 - b) Digital and Print Copies. Customer and its Authorized Users may download or create printouts of a reasonable portion of articles or other works represented in the Service (i) for its own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing"; (ii) when required by law for use in legal proceedings or (iii) to furnish such information to a third party for the purpose of, or in anticipation of, regulatory approval or purpose provided that the recipient is advised that the copies are not for redistribution. All downloading, printing and/or electronic storage of materials retrieved through the Service must be retrieved directly from the on-line system for each and every print or digital copy.
 - c) Electronic Reserves, Coursepacks, and Intranet Use. Provided that Customer does not circumvent any features or functionality of the Service, Customer may include durable links to articles or other works (or portions thereof) contained in the Service in electronic reserves systems, online course packs and/or intranet sites so long as access to such materials are limited to Authorized Users.
 - d) Fair Use/Fair Dealing. Customer and its Authorized Users may use the materials contained within the Service consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.
 - e) Academic Institutions, Schools, and Public Libraries. If Customer is an academic institution, school, or public library:
 - i. Interlibrary Loan (ILL). Library Customer may loan digital or print copies of materials retrieved from the Service to other libraries, provided that (i) loans are not done in a manner or magnitude that would replace the receiving library's own subscription to the Service or purchase of the underlying work (e.g., newspaper, magazine, book), (ii) Customer complies with any special terms governing specific content or licensors as described in this Agreement, (iii) with respect to ebooks, copying is limited to small portions of a book, and (iv) Customer complies with all laws and regulations regarding ILL.
 - ii. Scholarly Sharing. Customer and its Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Service for personal use or scholarly, educational research use in hard copy or electronically, provided that in no case is any such sharing done in a manner or magnitude as to act as a replacement for the recipient's or recipient educational institution's own subscription to either the Service or the purchase of the underlying work.
2. All Streaming Video and Audio Products. Audio and Video files are delivered to Customer and its Authorized Users via streaming service over the Internet. Customer and its Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Service. In the case of content that can potentially be publicly performed, Customer must secure permission from ProQuest's Licensor and/or the copyright holder for any public performance other than reasonable classroom and educational uses.

3. MARC Records. MARC records may be placed in Customer's online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order Form with respect to a particular Service.
4. Scholar/Researcher Profiles. The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither Customer nor its Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.
5. Electronic Resource Discovery, Access, and Management. For electronic resource discovery (e.g., Summon, 360 Link), access and/or management services, the Customer reserves all right, title and interest in all Customer specific data it contributes to the Service (which may include but is not limited to Customer created metadata, bibliographic information, holdings and circulation data) and grants ProQuest permission to use such data in raw form for the limited purpose of operating and improving the Service and such information may only be provided to third parties in aggregate form. Raw usage data containing information relating to the identity of specific users shall not be provided to any third party without Customer's permission. Provided that such access, use, and/or sharing does not violate an express provision of this Agreement, Customer and its Authorized Users are permitted to: (a) access the Service and information derived from the Service in order to discover, manage and provide access to library resources owned or licensed by Customer, (b) create, store and retain any reports and lists delivered by the Service, (c) share data about Customer's own library holdings that is retrieved from such Service with third party applications, so long as prior written notice is provided to ProQuest and all pricing information is kept confidential to the fullest extent permitted by applicable law; and (d) display metadata, bibliographic and holdings information in the library catalog available on Customer's library website.
6. Library Catalog Enrichment Service. For library catalog enrichment Services (e.g., Syndetics), Customer may use the enrichment elements for the sole purpose of augmenting Customer's own library OPAC or website. Customer may not convert Service metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.
7. Purchased Content. For perpetual archive licenses ("PAL") (as specified on the ProQuest Websites or Order Form), Customer pays a one-time fee for a perpetual license to the designated materials (the "Purchased Content"), and an annual "Continuing Service Fee."
 - a) Perpetual License. The License to Purchased Content and any updates Customer receives is perpetual, and may only be revoked if Customer materially breaches this Agreement, or if the licensed materials contain errors or could be subject to an infringement or other adverse claim by a third party.
 - b) Continuing Services. In consideration of the Continuing Service Fee, ProQuest will provide Customer and its Authorized Users with online access to the Purchased Content, plus any included updates, on a proprietary platform designed to enhance the research experience (a "ProQuest Platform"). ProQuest will maintain systems and technology that help Customer comply with use restrictions and security standards required by ProQuest's licensors.
 - c) File Delivery. If Customer loses the ability to access its Purchased Content online through ProQuest (e.g., if ProQuest discontinues online access services), or if the Purchased Content is otherwise eligible for local loading, Customer may obtain digital copies upon certifying that it will secure and restrict use of the Purchased Content as contemplated under this Agreement, using systems and technology at least as protective as ProQuest's. In the case of Audio, any local access must be restricted by DRM and be limited to one (1) simultaneous user (unless the Customer tracks the

necessary playbacks and makes all royalty payments to copyright holders for mechanical and performance rights). All use of the materials delivered continue to be subject to this Agreement. File transfer costs, if any, are Customer's responsibility.

- d) Locally Loaded Purchased Content - Data Mining. Subject to any content-specific restrictions, Customer and its Authorized Users may extract and compile data from locally-loaded copies of the Purchased Content solely for Customer's teaching, learning, and research purposes.
8. Acquisition Models. For certain Services, Customer may elect to have user activity trigger the purchase of content. Purchase preferences and Service eligibility for these models are described on the ProQuest Websites. Examples of these types of purchase models include Patron Driven Acquisition (PDA), Demand Driven Acquisition (DDA), Evidenced Based Acquisition, Access-To-Own (ATO), and Build By Choice.
9. Analytics. Some Services contain library collection analysis capabilities related to library holdings, or functionality that allows Authorized Users to create reports, lists, or alerts. Customer and Authorized Users may create, download, store and retain any such analytics or lists delivered by the Service. ProQuest may use library holdings and other information in the Service for comparison and metrics purposes and in order to better understand the customers' needs.
10. Restrictions. Except as expressly permitted above, Customer and its Authorized Users shall not:
 - a) Translate, reverse engineer, disassemble, decompile, discover, or modify ProQuest's software;
 - b) Remove any copyright and other proprietary notices placed upon the Service or any materials retrieved from the Service by ProQuest or its licensors;
 - c) Circumvent any use limitation or protection device contained in or placed upon the Service or any materials retrieved from the Service;
 - d) Perform penetration tests or use the Service to execute denial of service attacks;
 - e) Perform automated searches against ProQuest's systems (except for non-burdensome federated search services), including automated "bots," link checkers or other scripts;
 - f) Provide access to or use of the Services by or for the benefit of any unauthorized school, library, organization, or user;
 - g) Publish, broadcast, sell, use or provide access to the Service or any materials retrieved from the Service in any manner that will infringe the copyright or other proprietary rights of ProQuest or its licensors;
 - h) Use the Service to create products or perform services which compete or interfere with those of ProQuest or its licensors;
 - i) Text mine, data mine or harvest metadata from the Service;
 - j) Communicate or redistribute materials retrieved from the Service; or
 - k) Download all or parts of the Service in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Service, in any form.
 - l) Store any information on the Service that violates applicable law or the rights of any third party.



Executive Summary Finance Committee Meeting

DATE: September 22, 2022

TOPIC: Renewal of Bookflix by Scholastic Inc. Contract for the 2022-23 School Year

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District's subscription to Bookflix, produced by Scholastic Inc. is up for renewal. Bookflix is a service that provides students in grades PreK-3 the ability to follow along and read books independently online or during whole group instruction within a classroom setting. With Bookflix, students are provided access to hundreds of fiction and nonfiction texts that are animated as well as displaying the text in front of them. This tool has been widely used by all teachers and students for many years, seamlessly fitting into every reading curriculum in the primary grades.

The District's Legal Counsel reviewed the terms and service provided by Scholastic, Inc. and found them acceptable, but did prepare an Amendment covering auto renewal, governing law, etc. The terms and service do cover SOPPA and the District is using Bookflix and the website in such a way that publishers are not collecting individual data on students. To cover our bases the District can sign an Exhibit E based upon the Scholastic IL-NDPA originally generated by McClean County School District 5, if the committee approves the recommendation. Counsel did point out that this could still proceed to the Finance Committee.

Fiscal Impact:

\$1,172. The District paid \$1,149 during the 2021-2022 School year for Scholastic's Bookflix service.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the subscription for Bookflix by Scholastic Inc. in the amount of \$1,172 for the 2022-23 school year.

INSTITUTIONAL CUSTOMER AGREEMENT

This Institutional Customer Agreement (the “Agreement”) is made as of the Effective Date (as defined below) by and between Customer (as defined below) and Scholastic Inc., located at 557 Broadway, New York, NY 10012, and/or any applicable affiliated entities set forth in an Order with respect to particular Licensed Products, each as defined below (“Scholastic”). This Agreement includes the Product Terms (as updated by Scholastic from time to time), which are currently available above ([Product Terms](#)) and are hereby incorporated into this Agreement by reference.

By accessing or using the Licensed Products (as defined below), or by otherwise indicating your acceptance of this Agreement (for example, by clicking “I Agree” or through another mechanism confirming your acceptance), Customer is agreeing to be bound by this Agreement, and you represent and warrant that you have the legal authority to bind Customer to this Agreement. Please note that your Internet browser will typically permit you to print or save a copy of this Agreement.

- **1. Definitions.**

- **§ 1.1** “Customer” means the institution or other legal entity identified on the applicable Order, or, if no legal entity is identified on such Order, then “Customer” means the legal entity on behalf of which the person identified on such Order is acting.
- **§ 1.2** “Customer Data” means user data (including Personally Identifiable Information), which may include student education record data, provided by or on behalf of Customer to Scholastic or received by Scholastic from Users in connection with the Licensed Products.
- **§ 1.3** “Customer Materials” means any data, information, content and materials provided by or on behalf of Customer to Scholastic, or submitted or otherwise posted or uploaded to the Licensed Products, which are used in connection with the Licensed Products, including, for example, technical information, functional specifications and Customer Data.
- **§ 1.4** “Effective Date” means the effective date of this Agreement, as set forth in the applicable Order.
- **§ 1.5** “Licensed Products” means those Scholastic products and services as set forth in the applicable Order.
- **§ 1.6** “Order” means the written (including electronic) ordering or registration materials applicable to this Agreement, subject to written acceptance of such materials by Scholastic in its discretion, and which are incorporated by reference into this Agreement upon such acceptance by Scholastic.

- **§ 1.7** “Personally Identifiable Information” means any information regarding or that identifies (or that could be used to identify) any individual, including, for example, any individual student or parent name, address, personal identifiers such as school- or district-issued student identification numbers, and any other information or combination of information that would make the identity of an individual easily traceable, or any other information that is defined as personally identifiable or as “personal information” by applicable law.
 - **§ 1.8** “Subscription Period” means, with respect to each Licensed Product, the applicable subscription time period set forth on the applicable Order.
 - **§ 1.9** “Territory” means the territory set forth on the applicable Order.
 - **§ 1.10** “User” means any individual who accesses or uses the Licensed Products.
- **2. Fees; Payment Terms.** Customer will pay to Scholastic, for each Subscription Period, the fees and other amounts for the Licensed Products as set forth on the applicable Order (the “Fees”) in accordance with the payment terms set forth therein.
 - **3. Licenses.**
 - **§ 3.1** *Scholastic License Grant.* Subject to the terms and conditions of this Agreement, Scholastic hereby grants to Customer a limited, non-exclusive, non-sublicensable and non-transferable right for Customer to access and use the Licensed Products in the Territory, and to permit Users to access and use the Licensed Products in the Territory, solely for the personal, non-commercial use of Customer and such Users, and solely during each Subscription Period with respect to which Customer has paid to Scholastic all applicable Fees, subject to the terms and conditions of this Agreement and any other applicable terms and conditions, restrictions or instructions provided by Scholastic to Customer and/or any User, including any eligibility criteria for Users. At the end of each Subscription Period, Customer shall have sixty (60) calendar days to run any final, read-only usage reports for certain Customer Data with respect to the applicable Licensed Products. Following such sixty (60) calendar day period, Scholastic may delete or retain any or all Customer Materials associated with such Licensed Products, but Customer shall have no further access to any such retained Customer Materials, except as otherwise required by law. Any rights not expressly granted by Scholastic in this Agreement are expressly reserved to Scholastic.
 - **§ 3.2** *Customer License Grant.* Customer, on behalf of Customer and each User, hereby grants to Scholastic a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully sublicensable (through multiple tiers) and transferable license to reproduce, adapt, modify,

create derivative works based upon, store, host, publish, display and perform (publicly or otherwise), distribute, maintain and otherwise retain, analyze and use the Customer Materials in connection with the Licensed Products and as otherwise permitted in this Agreement, in any format or media now known or hereafter developed. Customer understands and agrees that Scholastic may be accessing the Customer Materials, including Customer Data, in order to provide the Licensed Products and as otherwise permitted by this Agreement. For clarity, as between Customer and Scholastic, and subject to Section 3.3 below, Customer retains any ownership rights that Customer has in any Customer Materials.

- **§ 3.3 Feedback.** Customer, on behalf of Customer and each User, agrees to assign and hereby does assign to Scholastic, and Scholastic shall exclusively own, all right, title and interest in any ideas, enhancement requests, feedback, recommendations, testimonials and other similar information related to the Licensed Products provided by or on behalf of Customer or any User, and acknowledges that Scholastic will have no confidentiality, fiduciary or other obligations with respect to any such information.

- **4. Customer Obligations.**
- **§ 4.1 Product Terms.** Customer must comply with the Product Terms, including Sections 4 (Rules of Conduct), 5 (Prohibited Materials) and 10 (Scholastic's Proprietary Rights). Customer must also ensure that its Users comply with the Product Terms, and Customer shall be responsible for any User's violation of the Product Terms. Any violation of the Product Terms by any User will be deemed a breach of this Agreement by Customer.
- **§ 4.2 Security; Passwords.** Customer will take all reasonable security measures to prevent unauthorized access to the Licensed Products. Customer is responsible for all activities that occur under Customer's or any User's account in connection with the Licensed Products. Such accounts are non-transferable and are solely for the personal use of Customer or the applicable User to which such account is assigned. Customer agrees to immediately notify Scholastic of any unauthorized use of any such account, or any other actual or suspected breach of security or confidentiality with respect to any such account, and, in such event, Scholastic may terminate such account without liability and without limiting any other remedy under this Agreement or applicable law. Customer assumes all responsibility, liability and risk associated with the use of any Licensed Product feature that does not require passwords, with the failure of Customer or any User to set a password where there is an option to do so, and with the level of strength or security of any password selected by Customer or any User.
- **§ 4.3 Personally Identifiable Information.** Customer acknowledges and agrees that Personally Identifiable Information and other information collected by or on behalf of Scholastic in connection with the Licensed Products shall be governed by the Scholastic

Privacy Policy (as updated from time to time), currently available at <http://www.scholastic.com/privacy.htm>, or as otherwise set forth in such Privacy Policy.

- **§ 4.4 FERPA.** In the event that any Customer Materials contain Personally Identifiable Information, Customer agrees only to provide or otherwise make available to Scholastic such Customer Materials (a) in compliance with all applicable laws, rules, regulations and privacy policies (including the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232(g)) and the regulations thereunder (34 CFR Part 99) (collectively, “FERPA”)) (collectively, including FERPA, “Applicable Law”), and (b) in accordance with all necessary permissions, rights and consents as required by and in full compliance with all Applicable Law. Both Scholastic and Customer acknowledge that FERPA imposes obligations and restrictions onto “educational institutions or agencies” (such as Customer), including with respect to the handling and disclosure of Personally Identifiable Information contained in the educational records Customer maintains regarding its students. With respect to any Customer Materials that may be accessed, obtained, received, extracted or otherwise used by Scholastic (or which may otherwise be disclosed in any manner to Scholastic by or on behalf of Customer), in individualized or aggregate form, in connection with the Licensed Products provided pursuant to this Agreement, Customer hereby: (1) acknowledges and agrees that Scholastic can rely, is relying and will continue to rely on Customer’s full compliance with the applicable obligations imposed by Applicable Law, as any such obligations may be amended or modified from time to time; and (2) expressly waives and releases Scholastic from and against any and all claims, actions, damages and liability arising in connection with Customer’s provision of such Customer Materials to Scholastic (and any required consents in connection therewith) and Scholastic’s receipt and use of such Customer Materials on behalf of Customer in accordance with the provisions of Applicable Law and the terms and conditions of this Agreement.
- **5. Student Education Record Data.** Any student education record data contained in Customer Data (such data, “Student Data”) will remain the property of, and under the control of, Customer. Scholastic will use Student Data only to provide the Licensed Products and as otherwise specifically permitted by this Agreement, including as set forth in the Scholastic Privacy Policy. For purposes of this Section 5, “student education record data” does not include information that cannot be used to identify an individual student.
- **§5.1 Access and Correction.** Any parent or legal guardian of a student who is under eighteen (18) years of age and any student who is at least eighteen (18) years of age may review Personally Identifiable Information in such student’s Student Data and correct erroneous information in such Student Data by contacting Customer.

- **§5.2 Security.** Scholastic will use reasonable organizational, technical and administrative measures, including designation and training of responsible individuals, to protect the security and confidentiality of Student Data within Scholastic's possession or control.
- **§5.3 Unauthorized Disclosure.** In the event of unauthorized disclosure of Student Data while within the possession or control of Scholastic, Scholastic will notify Customer of such disclosure, and Customer will notify a parent or legal guardian of each affected student who is under eighteen (18) years of age and each affected student who is at least eighteen (18) years of age of such disclosure.
- **§5.4 Termination.** Upon termination or expiration of this Agreement, to the extent required by applicable law, Scholastic will return to Customer all Student Data, or destroy the same, in accordance with such reasonable written instructions as may be given by Customer; however, except to the extent prohibited by applicable law, Scholastic may retain back-up and similar copies of Student Data that Scholastic is unable to destroy using commercially reasonable measures. Upon Customer's written request, Scholastic will certify to Customer that Scholastic has destroyed such Student Data.
- **§5.5 Advertising.** Scholastic will not use any Personally Identifiable Information contained in Student Data to engage in targeted advertising.

- **6. Warranties.**
 - **§ 6.1 Mutual Warranties.** Each party hereby represents and warrants to the other party that: (a) it is a duly organized entity, validly existing and in good standing under the laws of the state of its formation; (b) it has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations under this Agreement; and (c) it is not subject to any contractual obligation that would reasonably be expected to interfere in any way with its full performance of its obligations under this Agreement.
 - **§ 6.2 Customer Warranties.** Customer represents and warrants that: (a) for all Customer Materials, and for all User access to and use of the Licensed Products, Customer is solely responsible for obtaining, and Customer hereby represents and warrants to Scholastic that it has previously obtained, all of the necessary and applicable rights, permissions and consents, including parental consents, to make available (and to permit Users and other third parties, such as Customer's third-party data hosting providers, to make available) the Customer Materials to Scholastic, and for Scholastic to use such Customer Materials in accordance with this Agreement, including Scholastic's use of Customer Data in accordance with the Scholastic Privacy Policy; (b) Customer is and will continue to be in compliance in all respects with all Applicable Law in connection with its and its Users' use of the Licensed Products; (c) the Customer Materials shall not include any Social Security Numbers; (d) Customer, and not Scholastic or any third party, is responsible for responding to any request from a parent or legal guardian of a User, or to any request from a User who is at least

eighteen (18) years old, for access to, or other action with respect to, such User's Personally Identifiable Information or student education record data; and (e) all information provided by or on behalf of Customer in connection with any Order is and will remain complete and accurate.

- **7. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5 ABOVE, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES TO BE BOUND BY THE DISCLAIMERS SET FORTH IN SECTION 12 OF THE PRODUCT TERMS, CURRENTLY AVAILABLE ABOVE HERE: [PRODUCT TERMS SECTION 12](#).
- **8. LIMITATION OF LIABILITY.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES TO BE BOUND BY THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 13 OF THE PRODUCT TERMS, CURRENTLY AVAILABLE ABOVE HERE: [PRODUCT TERMS SECTION 13](#).
- **9. Indemnity.** Except to the extent prohibited under applicable law, Customer agrees to defend, indemnify and hold harmless Scholastic and the Affiliated Entities (as defined in the Product Terms) from and against all claims, losses, costs and expenses (including reasonable attorneys' fees) arising out of (a) Customer's or any User's use of, or activities in connection with, the Licensed Products; and (b) any violation or alleged violation of any covenant, representation, warranty or other provision of this Agreement by Customer.
- **10. Term; Termination.** The term of this Agreement commences on the Effective Date and shall continue until terminated as set forth herein. Scholastic may terminate this Agreement upon written notice to Customer if Customer breaches any term or condition of this Agreement, or upon written notice to Customer at any time if no Subscription Period is then in effect. Customer may terminate this Agreement upon thirty (30) days' prior written notice to Scholastic, subject to Customer's payment to Scholastic of all Fees set forth in this Agreement (including in all Orders). In addition, Scholastic may suspend any or all rights granted to Customer and/or any User under this Agreement at any time and without prior notice, including if Scholastic believes that Customer has violated this Agreement. For clarity, upon any termination of this Agreement, all rights granted to Customer and any Users under this Agreement (including under the Product Terms and any Orders) will automatically cease. Sections 1, 2 (with respect to any Fees incurred under this Agreement prior to its termination), 3-2, 3-3, 4.1, 4.3, 4.4 and 5-13 shall survive any termination of this Agreement.

- **11. Publicity.** No public statement, press release or other announcement relating to this Agreement, the Licensed Products or the other party shall be issued by either party hereunder, nor shall either party use any name, trademark or logo of the other party (which, with respect to Scholastic, includes the SCHOLASTIC mark and the Red Bar logo) without the prior written consent of such other party. Notwithstanding the foregoing, Scholastic may use Customer's name and logo in Scholastic's customer lists, including publicly available lists.
- **12. Confidentiality.** Except as otherwise required by law, Customer acknowledges and agrees that the terms and conditions of this Agreement (including pricing and other terms of any Orders) shall be kept confidential by Customer at all times, and Customer shall not divulge such knowledge to any third party, or use such knowledge other than to fulfill Customer's obligations or exercise its rights under this Agreement, without Scholastic's prior written consent.
- **13. Governing Law; Arbitration.** ANY DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING THE PRODUCT TERMS) OR ANY ASPECT OF THE RELATIONSHIP BETWEEN CUSTOMER AND SCHOLASTIC, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND EACH PARTY AGREES THAT IT IS WAIVING THE RIGHT TO TRIAL BY A JURY. EACH PARTY AGREES THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND EACH PARTY IS AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules, as amended by this Agreement. Any in-person appearances requested by the arbitrator shall be held in New York County, New York. The arbitration decision shall be based upon the laws of New York State, without regard to its principles of conflicts of law. Arbitration proceedings shall be conducted in English and in a manner that preserves confidentiality. The arbitrator's decision will follow the provisions of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement or any other applicable agreement between us, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. For clarity, Section 15 of the Product Terms shall not apply to any dispute between Customer and Scholastic.

- 14. Miscellaneous.** This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between Customer and Scholastic. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. Customer may not assign, transfer or sublicense any or all of its rights or obligations under this Agreement without Scholastic’s express prior written consent. Scholastic may assign, transfer, sublicense or subcontract any or all of its rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” This Agreement, including the Product Terms and any Orders or other terms and conditions incorporated into this Agreement, is the entire agreement between Customer and Scholastic relating to its subject matter, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between Customer and Scholastic relating to such subject matter. Notices to Customer (including notices of changes to this Agreement) may be made via posting to the Site (as defined in the Product Terms) or by e-mail (including in each case via links), or by regular mail. Notices to Scholastic shall be sent in writing by registered mail, return receipt requested, to: Scholastic Inc., 557 Broadway, New York, NY 10012, Attn: SVP, Corporate Finance; with a copy to: Scholastic Inc., 557 Broadway, New York, NY 10012, Attn: EVP & General Counsel. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Scholastic will not be responsible for any failure to fulfill any obligation due to any cause beyond its reasonable control. Solely to the extent of any irreconcilable conflict between any Order, this Customer Agreement and/or the Product Terms, the terms and conditions of the Customer Agreement shall govern, followed by the terms and conditions of the Product Terms followed by the terms and conditions of the Order.

Signature of Authorized person REQUIRED

Date: _____

Date: 8/19/2022

For Licensee: _____

For Scholastic: 

Print Name: _____

Print Name: Toni Abrahams

Title: _____

Title: Vice President of Operations



PRODUCT TERMS

Please read these Product Terms (the "Terms") carefully. Your use of the Site or Scholastic Products (as defined below) constitutes your consent to these Terms.

These Terms are between you and Scholastic Inc. and/or any affiliated entities set forth in an applicable Order ("Scholastic" or "we") concerning your use of (including any access to) the text, images, audio and audiovisual recordings, software, databases, documentation and other information, content, material and services (the "Scholastic Products") made available to you through the Scholastic websites and mobile apps displaying a link to these Terms (together with any successor website(s) and app(s) thereto, the "Site"). These Terms hereby incorporate by this reference any additional terms and conditions posted by Scholastic through the Site, or otherwise made available to you by Scholastic.

If you have entered into an Individual Customer Agreement or Institutional Customer Agreement with Scholastic (currently available upon request as described in the "*Information or Complaints*" section below, and referred to herein as a "Customer Agreement"), then please note that (1) these Terms are incorporated into such Customer Agreement, and (2) as used in these Terms, the word "you" means both Customer and any other Users permitted to use the Site and Scholastic Products under the applicable Order, as defined in the Customer Agreement.

- For example, if an Individual Customer Agreement has been entered into by a teacher or librarian, then the word "you" in these Terms may include such teacher or librarian and his or her students or library patrons, as applicable.
- Further, if an Institutional Customer Agreement has been entered into by a school or school district, then the word "you" in these Terms may include such school or district and its teachers and students.

BY USING THE SITE OR THE SCHOLASTIC PRODUCTS, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THESE TERMS, OR, IF YOU ARE NOT, THAT YOU

HAVE OBTAINED PARENTAL/GUARDIAN OR TEACHER/LIBRARIAN CONSENT TO DO SO.

1. Changes. We may change these Terms by notifying you of such changes by any reasonable means, including by posting revised Terms through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms incorporating such changes, or otherwise notified you of such changes.

Your use of the Site or Scholastic Products following any changes to these Terms will constitute your acceptance of such changes. The “*Last Updated*” legend above indicates when these Terms were last changed. We may, at any time and without liability, modify or discontinue all or part of the Site or Scholastic Products (including access to the Scholastic Products via any third-party links, and including any titles available through the Scholastic Products and any other content or functionality availability restrictions); charge, modify or waive any fees required to use the Site or Scholastic Products; or offer opportunities to some or all users.

2. Information Submitted. Your submission of information through the Site or the Scholastic Products is governed by the Scholastic Privacy Policy, currently available at <https://www.scholastic.com/edtechprivacy.htm>, or as otherwise set forth in such Privacy Policy.

3. Jurisdictional Issues. The Site and the Scholastic Products are controlled or operated (or both) from the United States, and are not intended to subject Scholastic to any non-U.S. jurisdiction or law. The Site and the Scholastic Products may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Site and the Scholastic Products is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the availability of the Site or the Scholastic Products at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

4. Rules of Conduct. You will not: (a) copy, modify, create derivative works of, publicly display or perform, distribute, download, mirror, sell, rent, lease, loan, sublicense or timeshare the Site or the Scholastic Products; (b) decompile, disassemble or reverse engineer the Site or the Scholastic Products; (c) disrupt the operation of the Site or the Scholastic Products, or any third party’s use of the same; (d) remove any proprietary notices from the Site or the Scholastic Products; (e) use any robot, spider, or other device to retrieve, index, “scrape,” “data mine” or otherwise gather content from the Site or the Scholastic Products, or reproduce or circumvent the navigational structure or presentation of the same; (f) use the Site or the Scholastic Products for any commercial purpose or for the purposes of any third party, or exploit the Site or Scholastic Products except as expressly authorized herein; or (g) permit or facilitate any unauthorized access to the Site or Scholastic Products. You must

cease using the Site and the Scholastic Products if you violate these Terms, or upon our reasonable request.

You are responsible for obtaining, maintaining and paying for all hardware, telecommunications and other services and resources needed to use the Site and the Scholastic Products.

5. Prohibited Materials. You will not post any material that is: (a) threatening, harassing or otherwise disrespectful; (b) false, defamatory or fraudulent; (c) obscene, indecent, profane, discriminatory or otherwise objectionable; (d) a promotion, advertisement, solicitation, or offer to buy or sell any product or service; (e) infringing or violating any copyright, trademark, trade secret, right of publicity, right of privacy or other proprietary right; (f) violating any confidentiality or other contractual or fiduciary obligation; (g) intended to harm or disrupt any software, hardware or network; or (h) otherwise tortious or illegal.

6. Registration; User Names and Passwords. You may need to register to use all or part of the Site or Scholastic Products. You represent and warrant that any information you provide in connection with any such registration is complete and accurate, and that you will promptly update any such information as necessary from time to time. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only, and should be kept confidential; you, and not Scholastic, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any actual or suspected confidentiality breach or unauthorized use of your user name or password, or your account.

7. Submissions. Users of the Site and the Scholastic Products may make available certain materials (each, a "Submission") through or in connection with the Site or the Scholastic Products, including on profile pages or on interactive services that may make such Submissions available to other users within a designated user group and/or to the general public. Scholastic has no control over and, except to the extent expressly provided otherwise by applicable law or by the Scholastic Privacy Policy, Scholastic is not responsible for any use or misuse (including any distribution) by any third party of Submissions, including the further distribution of Submissions by any user in a designated user group and/or by the general public. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SITE OR THE SCHOLASTIC PRODUCTS, YOU DO SO AT YOUR OWN RISK.

8. License; Feedback. You hereby grant to Scholastic a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully sublicensable (through multiple tiers) and transferable license to reproduce, adapt, modify, create derivative works based upon, store, host, publish,

display and perform (publicly or otherwise), distribute, maintain and otherwise retain, analyze and use your Submissions in connection with the Site and/or Scholastic Products, and as otherwise permitted in these Terms, in any format or media now known or hereafter developed.

In addition, you agree to assign and hereby do assign to Scholastic, and Scholastic shall exclusively own, all right, title and interest in any ideas, enhancement requests, feedback, recommendations, testimonials and other similar information related to the Site and/or Scholastic Products provided by you or on your behalf ("Feedback"), and you acknowledge that Scholastic will have no confidentiality, fiduciary or other obligations with respect to any Feedback.

You represent and warrant that you have all rights necessary to grant the rights granted in this Section 8, and that your Submissions and Feedback are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding any Submissions and Feedback that you may have under any applicable law under any legal theory.

9. Monitoring. We may (but have no obligation to) monitor any use of the Site or Scholastic Products, and monitor, evaluate, alter or remove Submissions before or after they appear on the Site or the Scholastic Products.

10. Scholastic's Proprietary Rights. As between you and Scholastic, the Site and the Scholastic Products, and any corrections, modifications, additions, improvements and enhancements thereto, and all intellectual property rights therein, are owned exclusively by Scholastic and its licensors. Subject to these Terms, you may access and use the Site and the Scholastic Products solely for your personal, non-commercial use during the term of the applicable Subscription Period under the applicable Customer Agreement, and solely in accordance with any applicable documentation or usage restrictions that Scholastic may make available to you or that are otherwise set forth in such Customer Agreement. For clarity, the word "you" in this Section 10 and elsewhere in these Terms includes (a) your classroom's students or your library's patrons, if you are a teacher or librarian, respectively, who is a party to an Individual Customer Agreement, or (b) your school district's or school's teachers or students or your library's patrons, as applicable, if you are a party to an Institutional Customer Agreement.

All other rights in the Site and Scholastic Products not expressly granted herein are expressly reserved by us. All trade names, trademarks, service marks and logos on the Site or the Scholastic Products not owned by us are the property of their respective owners. You may not use our or our licensors' trade names, trademarks, service marks or logos (including our

SCHOLASTIC mark and our Red Bar logo) in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site or the Scholastic Products should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

11. Third Party Materials; Links. Certain Site or Scholastic Products functionality may make available access to materials made available by third parties, including Submissions (“Third Party Materials”), or allow for the routing or transmission of such Third Party Materials, including via links.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Nothing in these Terms shall be deemed to be a representation or warranty by Scholastic with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Site or Scholastic Products at any time. In addition, the availability of any Third Party Materials through the Site or Scholastic Products does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

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13. LIMITATION OF LIABILITY

SCHOLASTIC WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, SCHOLASTIC WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE, THE SCHOLASTIC PRODUCTS OR THIRD PARTY MATERIALS. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE, THE SCHOLASTIC PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE SAME. THE MAXIMUM AGGREGATE LIABILITY OF SCHOLASTIC FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (A) THE TOTAL AMOUNT, IF ANY, ACTUALLY PAID BY YOU TO SCHOLASTIC TO USE THE SITE OR THE SCHOLASTIC PRODUCTS WITH RESPECT TO THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE FIRST APPLICABLE CLAIM AROSE; AND (B) TEN U.S. DOLLARS (\$10.00). ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE ON BEHALF OF BOTH SCHOLASTIC AND THE AFFILIATED ENTITIES.

Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights.

14. Suspension; Termination. These Terms are effective so long as you are permitted by Scholastic to use the Site and Scholastic Products. Scholastic may terminate or suspend your use of the Site or Scholastic Products at any time and without prior notice, including if Scholastic believes that you have violated these Terms. Upon any such termination or

suspension, your right to use the Site and Scholastic Products will immediately cease. Sections 2–5, 7–9, 10 (excluding the rights granted by Scholastic therein) and 11–20 shall survive any expiration or termination of these Terms.

15. Governing Law; Arbitration. These Terms are governed by the laws of the State of New York, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND SCHOLASTIC, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT SCHOLASTIC AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are currently available online at <https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTAGE2021425&revision=1atestreleased>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the provisions of these Terms and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms or any other applicable agreement between us, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

16. Information or Complaints. If you have a question or complaint regarding the Site or the Scholastic Products, please send an e-mail to custserv@scholastic.com. You may also contact us by writing to Scholastic Inc, Teacher Store, 557 Broadway, New York, NY 10012, Attn: EVP & General Counsel, or by calling us at 1-800-SCHOLASTIC. Please note that e-

mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

17. Copyright Infringement Claims. Notification of a copyright infringement claim must be submitted to the following:

Legal Dept.

Scholastic Inc.

557 Broadway

New York, NY 10012

Phone: 212-343-6726

Email: tm&c@scholastic.com

The notification must be in writing and include: (a) a signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of each alleged infringing copyrighted work or works; (c) identification of the allegedly infringing material and information reasonably sufficient to enable us to locate such material; (d) information reasonably sufficient to enable us to contact the party complaining of an alleged infringement (*e.g.*, an address, telephone number, and e-mail address); a statement that the complaining party has a good-faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (e) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

18. Export Controls. You agree not to directly or indirectly export or re-export the Scholastic Products or any code found therein, except as authorized by the laws and regulations of the United States and any other applicable jurisdiction. You will not permit the Scholastic Products to be accessed or used at any location or by any person that would violate such laws or regulations. To the extent permitted by law, you will defend, indemnify and hold Scholastic harmless from and against any violation of such laws or regulations by you or any of your agents, officers, directors or employees.

19. Miscellaneous. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Scholastic. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, sublicense or subcontract any or all

of our rights or obligations under these Terms without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in these Terms shall be construed as if followed by the phrase “without limitation.” These Terms, including any terms and conditions incorporated herein, together with the Customer Agreement if you are a Customer, is the entire agreement between you and Scholastic relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Scholastic relating to such subject matter. Notices to you (including notices of changes to these Terms) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Notices to Scholastic shall be sent in writing by registered mail, return receipt requested, to: Scholastic Inc., 557 Broadway, New York, NY 10012, Attn: SVP, Corporate Finance; with a copy sent to: Scholastic Inc., 557 Broadway, New York, NY 10012, Attn: EVP & General Counsel. Without limitation, a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Scholastic will not be responsible for any failure to fulfill any obligation due to any cause beyond its reasonable control.

20. Apple-Specific Terms. In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use hereunder of any version of any Scholastic mobile app compatible with Apple Inc.’s iOS operating system (an “App”). Apple Inc. is not a party to these Terms and does not own and is not responsible for any App. Apple Inc. is not providing any warranty for any App except, if applicable, to refund the purchase price for it. Apple Inc. is not responsible for maintenance or other support services for any App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to any App, including any third-party product liability claims, claims that an App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of an App, including those pertaining to intellectual property rights, must be directed to Scholastic in accordance with the “*Information or Complaints*” section above. The license you have been granted herein is limited to a non-transferable license to use the App(s) on an Apple-branded product that runs Apple Inc.’s iOS operating system and is owned or controlled by you, or as otherwise

permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using any App, such as your wireless data service agreement. Apple Inc. and its subsidiaries are third-party beneficiaries of these Terms and, upon your acceptance of the terms and conditions of these Terms, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof; notwithstanding the foregoing, Scholastic's right to enter into, rescind or terminate any variation, waiver or settlement under these Terms is not subject to the consent of any third party.



RENEWAL SUBSCRIPTION STATEMENT — DO NOT DISCARD

THIS IS NOT AN INVOICE! If you have already renewed, please disregard.

ACCOUNT #: **600051120**

SOLD TO:

**TODD HALL ELEMENTARY SCHOOL
3925 W LUNT AVE STE 1
LINCOLNWOOD, IL 60712-2552**

RENEW YOUR SUBSCRIPTION TODAY

Please return this form via fax or email:

Fax: 1-877-242-5865
Email: digitalservice@scholastic.com
Mail: Scholastic Digital
2315 Dean St., Suite 600
St. Charles, IL 60175

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Questions? Contact your Scholastic representative at 1-800-387-1437.

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

This Amendment is entered into as of October 6, 2022, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Scholastic Inc. (“Scholastic”) pursuant to the Renewal Subscription Statement beginning October 4, 2022, the Institutional Customer Agreement, and the Product Terms (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or product 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. Scholastic shall not materially modify or amend the Agreement (see <http://www.scholastic.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 Scholastic prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Scholastic 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. Scholastic 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 Scholastic 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, Scholastic 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”).
6. **Insurance.** During the term of this Agreement and any renewal thereof, Scholastic 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**

SCHOLASTIC INC.

By: _____

By:  _____

Its: _____

Its: Toni Abrahams _____

Date: _____

Date: 9/13/2022 _____



Executive Summary Finance Committee Meeting

DATE: September 22, 2022

TOPIC: Renewal of Mitel Phone System support provided by Heartland Business Systems (HBS) for the
2022-23 School Year

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District has been using Heartland Business Systems (HBS) for the past year to service and support our Mitel VOIP phone system. Heartland's team of workers and engineers have been top notch and assisted us with many product updates, troubleshooting and changes during the past year. The Heartland team of workers that specialize in the Mitel system have great institutional knowledge of the district and the system installed. The support on the Mitel phone system is provided to the District in two parts. The first is called the Mitel Software Assurance, which is a renewal on each of the phone servers, located in each building, and the second is the Mitel Support Service Agreement (MSSA). The MSSA provides the details of services ranging from both critical and non-critical incidents, system updates and patching up to the replacement of equipment.

The District's Legal Counsel reviewed the terms and service provided by Heartland Business Systems and found them acceptable. The District presented HBS with an Amendment to the Agreement last year which covered the terms and conditions, auto renewal, governing law and venue, etc., which was agreed to by Heartland Business Systems. This agreement is still in place, and covers all of our typical contract concerns.

Fiscal Impact:

\$7,276.29 Total

\$1,018.80 For Mitel Software Assurance. The District paid \$1,285.20 during the 2021-2022 School year for the Mitel Software Assurance.

\$6,257.49 For Mitel Support Service Agreement. The District paid \$6,250.08 during the 2021-2022 School year for the Mitel Support Service Agreement.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to approve the renewal for both the Mitel Software Assurance and Mitel Support Service Agreement with Heartland Business Systems in the amount of \$7,276.29 for the 2022-23 school year.



STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC ("Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute, WI 54140, and customer ("Buyer").

- 1) **ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of any products or services from Seller.
- 2) **PAYMENT AND TERMS.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of HBSFLEX Agreement invoices. HBSFLEX Agreement invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
- 3) **FORCE MAJEURE.** Seller's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Seller and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
- 4) **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. Delivery shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.
- 5) **WARRANTY.** Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against Seller. **SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
- 6) **PROFESSIONAL SERVICES.** Seller may provide professional services as requested by Buyer. All services provided by Seller, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to Buyer at the then-prevailing hourly rate. Regardless whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of this Agreement apply. Seller's records shall be the sole measurement of professional services and/or time expended by Seller. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement.
 - A) **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation, which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
 - B) **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
 - 1) When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rates.
 - 2) Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX

Agreement is expended, then Seller shall refund 75% of the unused portion of the fee and may retain the balance.

C) Hourly Rates. Should services provided not be covered under a manufacturer or third party warranty or should Buyer not have purchased or not have time available on a HBSFLEX Agreement then all labor and travel will be billed out at Seller's then-prevailing hourly rates.

7) PROFESSIONAL SERVICE ESTIMATES. At times, Buyer may request time estimates for service situations. Seller will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.

8) FOUR-HOUR RESPONSE; AFTER HOURS WORK. For calls received on normal business days, excluding holidays, Seller will use its best effort to respond to Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of Buyer's request. Any work occurring after 5:00 p.m. or before 8:00 a.m. CT or on weekends is subject to a bill rate of 1.5 times the normal rates.

9) ASSIGNABILITY. Seller may delegate all, or any part of, its duties hereunder to a subcontractor.

10) EXCLUDED EQUIPMENT. Seller may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.

11) BUYER'S RESPONSIBILITY. Buyer shall use its best efforts to cooperate with Seller in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Seller's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.

12) WARRANTY AS TO PROPER LICENSING. Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization, and Buyer shall hold Seller harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.

13) WARRANTY AS TO PROPER BACKUP AND SECURITY. Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up, and Buyer understands that Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder. Buyer warrants and represents to Seller that Buyer has properly secured its network and systems, in accordance with current industry best standards, and Buyer understands that Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of Buyer's failure to properly secure its network or systems.

14) NON-SOLICITATION OF PERSONNEL. During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Seller, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Seller. In addition, during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Seller, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Seller. Buyer acknowledges that Seller will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Seller may bring an action for injunctive relief and/or actual damages to enforce this provision.

15) SUSPENSION OF PRODUCTS/SERVICES. Seller shall have the right to suspend providing any products and services in the event that Buyer is delinquent on payment of any outstanding invoices.

16) EXCLUSIVE REMEDY/LIMITATION OF LIABILITY. Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer arising out of or related to data that has not been backed up, or data that is lost, damaged, corrupted, compromised for any reason (including but not limited to weak passwords or network security), or otherwise unsecured, in connection with any services or use of any products sold hereunder, and Buyer shall indemnify Seller for the same. In the event that Seller recommends a course of action for an engagement, but Buyer instructs Seller to pursue a different course

of action despite Seller's recommendation, Buyer shall assume sole responsibility for any problems that arise from Buyer's course of action, and Seller shall have no liability for the same.

17) ACCEPTANCE OF PRODUCTS. Except as stated in the following sentence, Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within ten business days after delivery. Product returns are only allowed pursuant to the manufacturer's return policy. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Seller Materials"). Seller shall retain all rights and interests in and to the Seller Materials after the completion of this Agreement.

18) CLOUD SERVICES. Buyer agrees and acknowledges that in order to provide a high level of service, Seller may store Buyer's information in the public cloud. This information may include but is not limited to drawings, pictures, equipment layouts, passwords, backups, or configuration files. Buyer agrees and acknowledges that the cloud is a separate and independent network, which is not controlled by Seller, and that Seller shall have no liability whatsoever, under any circumstances, for any damages arising out of or relating to the use of the public cloud, including but not limited to the loss of any information. In the event that Buyer has Seller perform services relating to Buyer's subscription based services, Buyer shall be responsible for any charges incurred relating to the use of the subscription based services.

19) CHOICE OF LAW. This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin.

20) ATTORNEY FEES. In the event that legal action is taken by either party upon any claim arising from this Agreement or in any way related to the transaction that is evidenced by this Agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.

21) SEVERABILITY. If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

22) BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.

23) ADDITIONAL WORK. In the event that Seller agrees to provide additional products or services at any time, the terms and conditions of this Agreement shall govern.

24) ENTIRE AGREEMENT. This is the entire agreement of the parties respecting the sale of any products or services from Seller to Buyer. This Agreement supersedes and replaces any prior agreements between the parties with respect to the subject matter hereof. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

Statement of Work

Lincolnwood School District 74
6950 North East Prairie Rd
Lincolnwood, IL 60712

**MITEL SUPPORT SERVICE
AGREEMENT**

August 25, 2022

Contact Information:

Jose Gutierrez
Heartland Business Systems
5400 Patton Dr, Suite 4B
Lisle, IL 60532
Phone: (630) 786-6258
jgutierrez@hbs.net

Paul Quebbeman
Heartland Business Systems
5400 Patton Dr, #4b
Lisle, IL 60532
Phone: (630) 786-6053
pquebbeman@hbs.net



Confidentiality Agreement

Each party to this Agreement may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement, except as may be necessary to comply with the laws or a court having proper jurisdiction.



Project Overview

This Statement of Work (“SOW”) reflects the services and materials to be provided by Heartland Business Systems, LLC (hereinafter referred to as “HBS”) for **Lincolnwood School District 74** (hereinafter referred to as “Customer”).

HBS has been engaged to provide single point of contact technical support for the equipment listed on Schedule 2 attached hereto (hereinafter referred to as the “Equipment”). This includes support of the Equipment as noted in the attached Bill of Materials (BoM), support via phone, e-mail, and onsite services as required by the Service Level Agreements (SLA’s) for critical and non-critical incidents. HBS shall update Schedule 2 from time to time as necessary. HBS shall not provide any services under this Agreement until HBS has received the initial payment from the Customer.

HBS will review and resolve technology and functionality questions and issues for the Equipment.

All support issues will be logged into the HBS Incident Management System by HBS. All client information stored in the incident management system shall be owned by HBS.

If the Customer wishes to add any additional equipment to this Agreement, a Change Order shall be required pursuant to the Change Management section of this Agreement. The Change Order form is attached hereto as Appendix A. If any additional equipment is added to this Agreement during a one-year term, the amount charged shall be prorated for such partial year based on the actual number of days remaining in such one-year term, and billing will be adjusted accordingly for the remainder of that term.

Project Scope

HBS will provide the following services and materials:

In Scope

The scope of service for the Equipment is as follows:

A. Service Level Agreements (SLA)

- Non-Critical Incidents – A return call from HBS will be initiated within four hours to create a plan for issue resolution with Customer designated contact. An incident will be resolved as a best effort within 24 to 72 hours. Non-critical incidents are those reported during 8 AM to 5 PM Monday through Friday Central Time (excluding federal holidays).
- Critical Incidents – A return call from HBS will be initiated within 30 minutes to create a plan for issue resolution with Customer Administrator. Critical incidents are those that require immediate attention where an HBS Engineer will begin working on issue within 60 minutes of incident initiation to solve as soon as possible. In addition, all after hour support efforts will be considered critical unless part of a non-critical plan for resolution.

B. Patching and System Updates

- HBS will remotely provide critical patches and one update per year for the Equipment, provided that the Customer has purchased SWA coverage from Mitel prior to entering into this Agreement.



- In order to receive the above-described updates, the Customer’s existing hardware must be supported by upgraded software. Any software updates that would require updates to hardware are considered out of scope.

C. SLA Options

The Customer shall select one of the following two options on Schedule 1:

1. The Customer selects Monday – Friday 8 AM – 5 PM Central Time coverage. The HBS coverage team is available 24x7x365, and the Customer shall be billed for any after-hours services at the rates stated on the Rate Sheet attached hereto as Schedule 3 (the “Rate Sheet”).
 2. The Customer selects 24 X 7 X 365 coverage.
- In order to be eligible for escalation to Mitel Support outside Monday - Friday 8 AM - 5 PM Central Time, the Customer must have purchased Premium SWA coverage from Mitel prior to entering into this Agreement.

D. Replacement of Equipment.

HBS shall provide a warranty covering labor costs and replacement parts arising from defects in materials and workmanship for the Equipment, under normal use during the term of this Agreement. However, under no circumstances shall HBS provide repairs, services, or replacement of any Equipment required as a result of (a) neglect, misuse or intentional damage of Equipment, (b) alterations, additions or modifications to the Equipment performed by anyone other than HBS, (c) the failure of Customer to provide and maintain a suitable environment for the Equipment, as prescribed by HBS, including, but not limited to, proper electrical power, air conditions and humidity control, (d) use of supplies or materials not meeting HBS specifications, (e) use of the Equipment for purposes other than for which it was designed, (f) electrical work external to the Equipment or service in connection with Equipment relocation, reconfiguration or additions, (g) cutoff of any services to Customer by a utility, (h) viruses, malware, spyware, adware, ransomware, worms, rootkits, Trojan horses, or other harmful code or contaminants, or (i) fires, war, riots, terrorism, floods, tornados, civil commotion, explosion, or any other acts of God or acts of nature. Any repairs, services or replacement arising out of or related to subsection (a) through (i) above shall be considered outside the scope of this Agreement. In the event that a replacement part is unavailable for any reason, HBS shall provide an equivalent replacement part, as determined by HBS. With regard to any obsolete or end of life Equipment, HBS shall make best efforts to provide replacement parts.

A table showing examples of in scope and out of scope items is attached hereto as Schedule 4.

E. Additional Terms.

- **Contract Duration:** The original term of this Agreement shall be as set forth on Schedule 1. This Agreement shall be renewed automatically for successive terms of one (1) year each, unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term of its intention not to renew. The renewal will include any pricing adjustments as described in Item 2 of “Assumptions and Dependencies.”
- In the event that HBS determines that the Customer requires any other services for the Equipment that are outside the scope of this Agreement, HBS shall separately bill the Customer at the rates listed on the Rate Sheet.
- Travel of HBS Engineering to a Customer location not more than 90 miles from an HBS office to provide onsite support for the Equipment that is within the scope of this Agreement is included.
- Travel of HBS Engineering to provide other onsite support for the Equipment that is outside the scope of this Agreement, or that is more than 90 miles from an HBS office will be invoiced at the applicable hourly rate



listed on the Rate Sheet, dependent on issue severity. Travel will be billed from the local HBS office regardless of Engineer location.

- A Change of Service Ownership form must be completed upon contract acceptance to grant HBS Mitel Software Assurance contract access and to allow HBS to communicate and open Support cases with Mitel on behalf of the customer. Heartland shall separately bill the Customer for any Change of Service Ownership fees. If the Change of Service Ownership cannot be completed or Software Assurance is not carried, the customer acknowledges that HBS will only be able to deliver best-effort resolution to level 3 and above tickets and accepts any additional time required to resolve. HBS shall separately invoice the Customer for any such additional time and any repairs or replacements that are necessary due to the Customer not carrying Software Assurance.
- A letter of authorization (LOA) must be signed upon contract acceptance to grant HBS telco provider access.

Out of Scope

Any repairs, services or replacement of any other devices, ancillary equipment or cable infrastructure is not included in this Agreement.

Any work or material not specifically identified in this document is not included in this Agreement. Manufacturer support is not included in this Agreement. Customer may obtain manufacturer support through a separate agreement.

Assumptions and Dependencies

The following list contains the assumptions used to develop HBS Service pricing.

1. All pricing is based on information, written and verbal, provided by Customer and is subject to revision and change should the information provided vary from our assumptions. The information provided will be validated and confirmed during the discovery portion of our implementation process.
2. HBS shall have the right to adjust the fees, rates and charges for each renewal term by providing written notice to Customer at least 45 days prior to the expiration of the then current term. The agreement will be billed regardless of Customer's actual usage. In addition, HBS shall also have the right to adjust the rates on the Rate Sheet on an annual basis.
3. Pricing assumes that all incidents initiated will be English-speaking. Customer is responsible for all fees associated with international calling. If translation services are required, Customer is also responsible for the cost of hook up and translation fees.
4. HBS shall also separately bill the Customer for implementation and assessment costs. Implementation and assessment costs, if required, are to establish documentation of the Voice Environment and cover HBS costs incurred to configure monitoring, reporting, and response services to fulfill this agreement.

HBS and Customer will both ensure that adequate resources for which each respective party is responsible are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel committed to this effort. This SOW assumes that Customer's subject matter expert, technical resources, and any named resources will be available as scheduled to provide information and access to the HBS team for the duration of the project.

Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS (i.e. software bugs, hardware failures, telecommunication circuits, server issues, and desktop issues). HBS can assist with these out of scope issues through the Change Management process.



The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.

Any potential dependencies that may be discovered prior to implementation will be communicated to Customer to determine impact.

Deliverables

The following are the deliverables HBS will provide to Customer (herein referred to as “Deliverables”) for this Project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverable
1	HBS will conduct an annual system review and schedule any remediation tasks.
2	HBS will provide roadmap remediation recommendations based on hardware and application lifecycles.

Pricing

Customer agrees to compensate HBS as stated on Schedule 1. HBS shall update Schedule 1 for each renewal term pursuant to Item 2 of Assumptions and Dependencies.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a change request approved by the customer before any work can be continued. Any additions/deletions/modifications to the agreement, regardless of modification to project value, require a change request approved by the customer prior to either party performing work.

HBS will submit a formal Change Request for customer approval that documents the out of scope work, and any associated costs or schedule changes. When a Change Request is approved and signed by Customer, it becomes a Change Order and is formally considered a part of this Agreement.

Terms

Binding Agreement - This Statement of Work (SOW) describes the professional services and/or products, and results to be provided by HBS. When mutually executed for implementation, this SOW becomes contractually binding on HBS and Customer under the terms and conditions of the HBS Standard Terms and Conditions (STC) document.

Order of Precedence - Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions (“STC”) shall be resolved by giving priority and precedence in the following order:

- Statement of Work (SOW)
- Standard Terms and Conditions (STC)

Promises – No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this Project and SOW.



Non-Payment - Any invoice, whether for this Agreement or any other products or services provided by HBS, remaining unpaid after its due date shall be grounds for HBS to immediately withhold any products or services covered by this Agreement.



Schedule 1

Coverage Type

- MSSA-HL** Hardware / Labor Agreement
- MSSA-H** Hardware Only Agreement
- MSSA-L** Labor Only Agreement
- MSSA-MSV** Managed Service Voice
(includes hardware and labor support, plus REMOTE programming and programming support during regular business hours)

Coverage

The Customer selects Monday – Friday 8 AM – 5 PM Central Time coverage. The HBS coverage team is available 24x7x365, and the Customer shall be billed for any after-hours services at the rates stated on this Rate Sheet.

OR

The Customer selects 24 X 7 X 365 coverage.

- **Mitel Support Service Agreement for October 1, 2022 to September 30, 2023.**
 - **Coverage is included for the systems and equipment listed in Schedule 2.**
 - **DESKTOP DEVICES AND / OR DESKTOP DEVICE ADD-ONS ARE NOT COVERED UNDER THIS AGREEMENT UNLESS SPECIFIED IN Schedule 2.**

Total: \$6,257.49



Schedule 2

Application Record / Serial Number / Quantity	Description and / or Location
1	Mitel MiVoice Office 250 (Administration)
1	Mitel MiVoice Office 250 (Lincoln Hall)
1	Mitel MiVoice Office 250 (Rutledge Hall)
1	Mitel MiVoice Office 250 (Todd Hall)
±	Mitel desktop devices and Mitel desktop device add-ons



Schedule 3

Rate Sheet

Out of scope services shall be billed at the following rates:

HOURLY SERVICES BILLING SCHEDULE
 (time is billed in 15 minute increments)

Engineer Work Role	Hourly Rate
Structured Cabling	\$90
AV Tech Help-desk Break-Fix ESRM Coordinator Point of Sale Infosec Coordinator I Physical Security Engineer	\$120
AV Engineer 2 Cabling 2 Network Operations Center 2 Mitel Engineer 2 SMB Engineer HBS Data Center Collaboration 2 Cloud Engineer 2 Imaging Technician 2 O365/SharePoint 2 Network Engineer 2 Systems Engineer 2 Physical Security Engineer 2 Project Coordinator/Manager 2 Cabling Project Manager 2	\$160
AV Engineer 3 Network Engineer 3 Systems Engineer 3 Collaboration 3 Collaboration Project Manager 3 Mitel Engineer 3 Physical Security Engineer 3 Apps/Business Consulting 3 Imaging Engineer 3 O365/SharePoint 3 CRM 3 Project Manager 3 Infosec Consultant 3 Network Operations Center 3 Websites/Kentico Custom Development	\$190
ERP/Dynamics GP 4	\$210
Network Engineer 4	\$215
Systems Engineer 4 Collaboration 4 Cloud Architect 4 BI/Data Analytics/SQL 4 CRM 4	
Applications Architect 5 Systems Architect 5 Cloud Architect 5 Cisco Collaboration 5 ERP/Dynamics GP 5	\$230
Infosec Consultant 6	\$250
Infosec Consultant - Applications	\$260
Infosec Consultant 7 Network Architect 7 Systems Architect 7 Cloud Architect 7 Collaboration Architect 7	\$275
On Call Pager	\$350
After Hours Rate - Before 8am or after 5pm CST - Weekends & Company Recognized Holidays	1.5x Base Rate



Schedule 4

<u>In Scope</u>	<u>Out of Scope</u>
Hardware failure due to normal component failure.	Hardware failure due to environmental condition. <ul style="list-style-type: none"> • Water damage due to pipe breaking. • Heat damage due to HVAC failure.
Hardware failure due to electrical issue. <ul style="list-style-type: none"> • If there is an HBS supplied and covered UPS under a support service agreement the failed hardware will be repaired. 	Hardware failure due to uncontrolled electrical issues. <ul style="list-style-type: none"> • This can occur with a major power outage. When power is restored, a surge can cause component failure.
Program around an issue to allow for functionality. <ul style="list-style-type: none"> • Public network failure of trunks. • Programming around a network failure. • Programming around a failed component that is covered under a support agreement. 	Programming to change a feature or functionality. <ul style="list-style-type: none"> • Programming to change auto attendant destinations. • Program of incoming ringing destinations. • Programming of keys on a device. • Programming of an ACD path.
Replacement of a device which failed due to normal wear and tear.	Replacement of a device that has been used and abused. <ul style="list-style-type: none"> • Water damage. • Physical damage.
Availability of administration application for client programming of systems.	Deployment of administration application for the client programming of systems. <ul style="list-style-type: none"> • HBS assists with the initial deployment of these applications at the original project deployment of the systems.
Repair or replacement of the components of the system(s) inventory as defined in Schedule 2.	Failure of client supplied equipment. <ul style="list-style-type: none"> • Hardware servers or virtual environments may be supplied by you, the client. When this occurs, that application will be covered but the server that it resides in will not.
	Manufacturer’s support charges. <ul style="list-style-type: none"> • Manufacturer’s support is typically required for all applications. • If after hours support is required, Premium support may need to be purchased. • Manufacturer’s support is purchased under a separate contract.



Change Order Form (Appendix A)

Project Name:	
Change Request #:	

General Information (completed by requester)

Change Request Submitted by:	
Date Submitted:	
Submitter Phone # and email:	
Person Requesting Change:	
Date Requested:	
Requester Phone and email:	
Related Change Request Numbers:	

Proposed Change (completed by requester)

Title of Change:	
Description of Change:	
Reason for Change:	
Requested Completion Date:	

HBS - MSSA Renewal 2023

Quote #285645 v1

Prepared For:

Lincolnwood School District 74

 Courtney Whited
 6950 N East Prairie Road
 Lincolnwood, IL 60712

P: (847) 675-8234

E: cwhited@sd74.org

Prepared By:

Chicago Illinois Office

 Jose Gutierrez
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: 630-786-6258

E: jgutierrez@hbs.net

Date Issued:

08.29.2022

Expires:

09.26.2022

2023 MSSA Renewal	Price	Qty	Ext. Price
Sergeant (regular business hours): 8-5 Term: October 1, 2022 to September 30, 2023	\$6,257.49	1	\$6,257.49
Subtotal			\$6,257.49

Quote Summary	Amount
2023 MSSA Renewal	\$6,257.49
Total:	\$6,257.49

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance

Chicago Illinois Office
Lincolnwood School District 74

Jose Gutierrez

Signature / Name

08/29/2022

Date

Signature / Name

Initials

Date

Mitel SWA Renewal
Quote #284267 v1
Prepared For:
Lincolnwood School District 74

 Courtney Whited
 6950 N East Prairie Road
 Lincolnwood, IL 60712

P: (847) 675-8234

E: cwhited@sd74.org

Prepared By:
Chicago Illinois Office

 Jose Gutierrez
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: 630-786-6258

E: jgutierrez@hbs.net

Date Issued:
08.16.2022
Expires:
11.06.2022

Hardware/Software	Price	Qty	Ext. Price
SYSID: 29865759 5000HX - Lincoln Hall (MiVoice Office 250) Renewal Coverage: 11/17/2022 - 11/16/2023			
54009246 Mitel Standard Software Assurance - 1 Year - Service - 8 x 5 - Technical	\$316.80	1	\$316.80
SYSID: 37773851 5000HX - Todd Hall (MiVoice Office 250) Renewal Coverage: 11/17/2022 - 11/16/2023			
54009246 Mitel Standard Software Assurance - 1 Year - Service - 8 x 5 - Technical	\$316.80	1	\$316.80
SYSID: 50164222 5000HX - Admin (MiVoice Office 250) Renewal Coverage: 11/17/2022 - 11/16/2023			
54009246 Mitel Standard Software Assurance - 1 Year - Service - 8 x 5 - Technical	\$316.80	1	\$316.80
SYSID: 55792541 5000HX - Rutledge Hall (MiVoice Office 250) Renewal Coverage: 11/17/2022 - 11/16/2023			
54009245 Mitel Standard Software Assurance - 1 Year - Service - 8 x 5 - Technical	\$158.40	1	\$158.40
Subtotal			\$1,108.80

Quote Summary	Amount
Hardware/Software	\$1,108.80
Total:	\$1,108.80

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance
Chicago Illinois Office
Lincolnwood School District 74

Jose Gutierrez

Signature / Name

08/16/2022

Date

Signature / Name

Initials

Date



Executive Summary Finance Committee Meeting

DATE: September 22, 2022

TOPIC: Manufacturer's Printer Contract for the 2023-2026 School Year

PREPARED BY: Jordan Stephen

Recommended for:

Action

- Discussion
- Information

Purpose/Background:

In January, the District's three-year printing contract with Imagetec L.P. will expire. In 2019 the District sought out assistance from local companies and requested them to provide proposals that would include new equipment, installation, parts labor and support for a total of 13 multi-function machines placed throughout the District. This year the team duplicated that process and reached out to three local companies that are very reputable in the area of education and printing. The District requested three proposals all highlighting different equipment manufactures yet offering the same feature sets that we currently utilize. All companies were asked to present proposals that also included an equal number of color and black-and-white prints on a monthly basis so that all of the figures were looked at equally. The three companies that provided us proposals were the Gordon Flesch Company, Genesis Technology, and Imagetec L.P.

The charts below list manufacturer information, model numbers and financial specs on the solutions that are being proposed by each of the vendors. Each of the charts also includes into the calculations, the price of 167,000 Black and White Copies Per Month and 25,000 Color Images Per Month, as well as any software charges.

Gordon Flesch Company (36 Month Lease)

Qty.	Description	Monthly Lease Payments
6	Canon IR ADV DX 8795i	
1	Canon IR ADV DX 6780	
2	Canon IR ADV DX 4845i	
4	Canon IR ADV DX C5850i	\$4015.00
166,667	B/W Prints .0039	\$650.00
25000	Color Prints .039	\$975.00
	Software Charges Papercut Management	\$206.00
TOTAL		\$5846.00

Imagetec L.P. (36 Month Lease)

Qty.	Description	Monthly Lease Payments
6	Konica 750i	
3	Konica 450i	
3	Konica C450i	
1	Konica C550i	\$3179.04
166,667	B/W Prints .0042	\$700.00
25000	Color Prints .031	\$775.00
	Software Charges Papercut Management	\$0.00
TOTAL		\$4654.04

Genesis Technology (36 Month Lease)

Qty.	Description	Monthly Lease Payments
6	TASKalfa 9003i	
3	TASKalfa 4054ci	
2	TASKalfa 4004	
1	TASKalfa 4004i	
1	TASKalfa 5054ci	\$2610.59
166,667	B/W Prints .0049	\$816.67
18750	Color Prints .015	281.00
3125	Color Prints .035	109.37
3125	Color Prints .049	\$153.13
	Software Charges Papercut Management	\$600.00
TOTAL		\$4570.76

Though all of these proposals are higher than what we have paid in the past, Imagetec L.P. provided a proposal that we find to be competitive and fair. We are noticing across the industry that inflation is causing

products and services to rise. Product demand and shipping are also a great concern. We lean toward Imagetec L.P. for a few reasons. Past service on our equipment has been completed at an acceptable rate. Supplies are available and are not experiencing any global issues. Our past relationship with Imagetec L.P. ensures they have working knowledge of our network infrastructure and understands the environment in which we utilize their equipment. The software that we utilize is currently operational and will require a simple upgrade to support new machines. This should be a fairly easy process for our team. Finally, if for whatever reason Imagetec L.P. was not able to secure equipment due to shipping or other issues, the company has agreed to leave the current equipment in place and would be charged at the old contract rate. That being said, there will be no loss of functionality in any departments. Even though the other companies have verbally stated that there should be no problem in getting your equipment, this is the one company that has a built-in failsafe in case it is needed.

Fiscal Impact:

The \$55,848 per year. The District previously paid \$50,080.36 during the 2021-2022 school year

Recommendation:

This is for informational purposes only. The Administration is looking to the Finance Committee for next steps.

LINCOLNWOOD

SCHOOL DISTRICT 74

MORGAN STURM & AL FLORES

GenesisONE

+1 847 897 7239

www.mygenesis1.com

msturm@mygenesis1.com

2942 MacArthur Blvd,

Northbrook, IL 60062

OVERVIEW

- 1) About GenesisONE
- 2) Lincolnwood SD74 - Current Environment
- 3) About Kyocera
- 4) Proposed Machines Overview
- 5) Pricing Overview



An aerial photograph of a city skyline at dusk or dawn, with a dark blue overlay. The Willis Tower is the central focus, standing tall among other skyscrapers. The text "1. GenesisONE" is overlaid in white, bold font.

1. GenesisONE

GenesisONE:

GenesisONE is a Managed Print Services and Document Management Provider. We sell printers, copiers, MFPs, software solutions, service, and supplies to most industries nationwide. Our goal is to bring forward-looking, high-value solutions to our customers. We are interested in long-term relationships and doing what is in the best interest of our clients. Therefore, we are focused on balancing equipment to end-user needs and are flexible on billing if usage falls below estimated minimums. We have been in business for over 31 years and have had the same ownership since our founding. This consistency is the foundation for our excellent service and values.

GenesisONE is an independent dealer, meaning that we offer many different brands. We are manufacturer agnostic and can match your needs to the strengths of the manufacturer that best fits those needs. We are fully sales and service authorized on the entire product lines of Brother, Canon, HP, Kyocera, Xerox, and Zebra brands. In addition, we have partnerships with many other hardware and software providers in our industry.

brother®

Canon

 KYOCERA

xerox 

 ZEBRA

PaperCut^{MF}

 uniFLOW
online

 hp

 NUANCE

PrinterLogic

 iManage


eCopy®


upland FileBound



OUR TEAM



MORGAN STURM

Account Executive
msturm@mygenesis1.com



AL FLORES

Sales Branch Manager
aflores@mygenesis1.com



JAY BELLMAN

VP of Sales
jbellman@mygenesis1.com



JACKIE LEHMANN

Director of Software Solutions
jlehmann@mygenesis1.com

ADDITIONAL TEAM INFORMATION:

GenesisOne	Kurt Nelson	Director of Service	knelson@mygenesis1.com
GenesisOne	Neramid Keo	Solutions Architect	nkeo@mygenesis1.com
Kyocera	Tom Kappelle	Area Sales Manager	tom.kappelle@da.kyocera.com
Kyocera	Brian Branscom	Business Solution Consultant	brian.branscom@da.kyocera.com

OUR SERVICE:



1. TECHNICIANS

- Achieved over 600 certifications
- Average tenure of 9 years at Genesis
- Have a total of over 180 years of combined experience working on printers and copiers
- Receive regular training on new and existing machines – both online and at manufacturers' facilities

2. PROACTIVE SERVICE MONITORING

- Our remote service monitoring technology provides alerts directly to Genesis about equipment issues even before our customers are aware of any problems
- Preventative replacements of maintenance items are routinely provided so as to keep your fleet up and running smoothly

3. SERVICE TERRITORIES

- Technicians are assigned to geographic territories to provide speedy response times and to allow them to understand our customers' machines, environments, and processes
- Our national technician partners are fully vetted to ensure that they will provide top quality service across the country

AUTO TONER REPLENISHMENT:

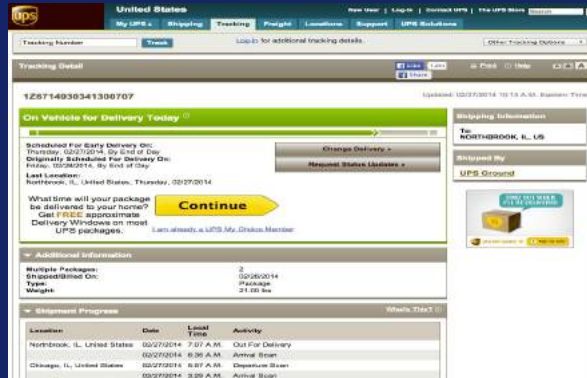
Genesis monitors all networked devices daily to automatically ship toner cartridges without you having to get involved.

My Printer Manager

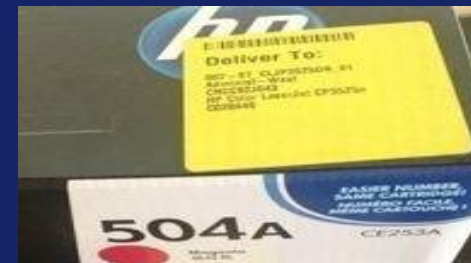
Consumables					
Part Name	OEM #	Level Remaining	Last Read of Level Remaining	Estimated Replenishment Date	
Black Toner/Ink/Wax	02-21-3914	25.00%	2/24/2014 4:29:25 PM	5/13/2014	
Maintenance Kit		90.00%	2/24/2014 4:29:25 PM	Limited Usage	

Recent Shipments					
Shipped	Part Name	Shipping Order #	Quantity	TrackingNum	
2/26/2014	Black Toner/Ink/Wax	15509986	1	UPS:1Z6714930341300707	Request Replacement

Website provides a link to UPS Tracking



Toner cartridges will arrive with a **YELLOW** label, which includes information such as printer model, serial number, and a unique location description



QUARTERLY BUSINESS REVIEWS:

On a quarterly basis, Genesis will review the analyses derived from the device usage reports, service reports, and supply order reports to provide your business with a snapshot of your environment.

Genesis will provide cost reduction ideas through process improvement strategies, new technology recommendations, and / or new programs that become available. We will also provide a roadmap of new technology and equipment as it is released, so as to keep you informed on new opportunities.



An aerial photograph of a city skyline at dusk or dawn, with a dark blue overlay. The Willis Tower is the most prominent building in the center. The text is overlaid on the image.

2.

CURRENT PRINT ENVIRONMENT

Lincolnwood School District 74

CURRENT ENVIRONMENT

Lincolnwood School District 74:

- Location - Lincolnwood, Illinois

Key Functionality:

- Serves as a highly rated public education institution for grades PK-8

Current Fleet:

- (x6) Konica-Minolta 958
 - Booklet finishers - with tri-fold capability, hole punch, card readers, high cap tray
- (x5) Konica-Minolta 458e
 - Staple (regular) finishers, hole punch, card readers, high cap tray
 - Booklet finisher, hole punch, card readers, high cap tray
- (x1) Konica-Minolta C458e
 - Inner finisher, hole punch enabled, card reader, fax unit, high cap
- (x1) Konica-Minolta C558
 - Inner finisher, hole punch enabled, card reader, fax unit, high cap

Specialty printing: report cards, brochures, Board of Education booklets

Has anything changed?



CHALLENGES

1) Lease Expiration

- Lease expires during school year, January 2023. Seamless transition to new machines is imperative.

2) High Volume Color Printing

3) Wireless connection needed on 45ppm machine in Lower Level Mail Room and 45 ppm machine in Second Floor Teacher's Lounge.

4) Color MFP in Todd Hall front office "typically runs well but sometimes slows down and overheats because everyone prints on it".

- Must ensure machine is able to handle volume in this area



Did we miss anything?

For the challenges and environment listed above,

 **KYOCERA** MFP's are the best fit.

These machines are known for ***Three Tier Pricing*** and we've had great success implementing them into environments with a need for reliable high color volume, like yours.

Here are a few reasons why they're great...



2.

ABOUT KYOCERA

KYOCERA'S ARE A GREAT FIT FOR EDUCATIONAL INSTITUTIONS BECAUSE THEY ARE RELIABLE AND BUILT TO LAST.

Our customer's typically refer to their Kyocera's as "**workhorses**".

Its going to be incredibly important for you to have resources, such as Board of Education booklets and class materials, when you need them. Therefore, we chose a brand we know you can trust for the **uptime** you need.



THREE TIER PRICING:

★ Three Tier Pricing breaks down color costs based on how much color is on the page.

- This means you don't have to overpay for an entire color page when printing only a small portion in color. We see this being beneficial in your booklets and class materials.

[1] SIMPLE COLOR (Low Coverage)

A company logo on monochrome correspondence.

[2] BUSINESS COLOR (Medium Coverage)

A report that contains charts and graphs with text.

[3] CREATIVE COLOR (High Coverage)

Color rich collateral such as brochures and presentations.



REFERENCES:



Triangle Packaging is a Vertical Form Fill Seal machinery plant. They have been a customer of ours for over 8 years and have told us time and time again how much they love their Kyocera machines.

Like you, they have high color volumes and they use three tier pricing to keep their color click charges manageable. They were in need of a durable machine and their Kyocera MFP's have stood the test of time in their dusty and chaotic warehouse.

**Reach out to Jim Gio, Director
of MIS at Triangle Packaging
for any further questions!**

**Jim Gio
(773)836-3462
jgio@trianglepackage.com**

REFERENCES:

We also work with many schools in the area, including Fenwick High School, DePaul College Prep, and New Trier High School.

Please reach out if you'd like to speak to other educational institutions like yourself regarding our service and business and I would be happy to connect you!



An aerial photograph of a city skyline at dusk, with the Willis Tower as the central focus. The sky is dark and cloudy, and the city lights are beginning to glow. The text '4.' is overlaid in white, bold font in the upper center of the image.

4.

**OUR
PROPOSAL**

TASKALFA 4054ci:



*To replace:

- 1) BizHub C458 - Rutledge Office
- 2) BizHub C458 - Lincoln Hall Office (Reception)
- 3) BizHub C458 - Todd Hall Office (Reception)

Capabilities	Print, Copy, Scan
Print Speed	40 PPM B/W and Color
Scan Speed	Up to 274 ipm duplex
Document Feeder	320 Sheet Dual-Scan Duplex Automatic Document Feeder
Paper Capacity	Tray 1 - 500 sheets Tray 2 - 250 sheets Tray 3 & 4 - 1,500 sheets each
Finishing Capability	500 Sheet Inner Finisher with Hole Punch *Fax Enabled



TASKALFA 5054ci:



*To replace:

4) BizHub C558 - District Office Reception

Capabilities	Print, Copy, Scan
Print Speed	50 PPM B/W and Color
Scan Speed	Up to 274 ipm duplex
Document Feeder	320 Sheet Dual-Scan Duplex Automatic Document Feeder
Paper Capacity	Tray 1 - 500 sheets Tray 2 - 250 sheets Tray 3 & 4 - 1,500 sheets each
Finishing Capability	500 Sheet Inner Finisher with Hole Punch *Fax Enabled

TASKALFA 4004i: BOOKLET MAKER



*To replace:

5) BizHub 458e - District Office Lower Mail Room

Capabilities	Print, Copy, Scan
Print Speed	40 PPM B/W
Scan Speed	Up to 274 ipm duplex
Document Feeder	320 Sheet Dual-Scan Duplex Automatic Document Feeder
Paper Capacity	Tray 1 - 500 sheets Tray 2 - 250 sheets Tray 3 & 4 - 1,500 sheets each
Finishing Capability	4000 Sheet Booklet and Tri-Fold Finisher with Hole Punch



* Please Note: Booklet Finisher Tray not pictured here

TASKALFA 4004i: STAPLE FINISHER



*To replace:

- 6) BizHub 458e - District Office 2nd Floor Tech Loft
- 7) BizHub 458e - Lincoln Hall Teacher's Lounge
2nd Floor

Capabilities	Print, Copy, Scan
Print Speed	40 PPM B/W
Scan Speed	Up to 274 ipm duplex
Document Feeder	320 Sheet Dual-Scan Duplex Automatic Document Feeder
Paper Capacity	Tray 1 - 500 sheets Tray 2 - 250 sheets Tray 3 & 4 - 1,500 sheets each
Finishing Capability	4000 Sheet Finisher with Hole Punch

TASKALFA 9003i:



*To replace:

- 8) BizHub 958e - Rutledge Hall 2nd Floor Room 20
- 9) BizHub 958e - Rutledge Hall Teacher Lounge
- 10) BizHub 958e - Lincoln Hall Office Mail Room
- 11) BizHub 958e - Lincoln Hall 3rd Floor Storage
- 12) BizHub 958e - Todd Hall Storage Copy Room
- 13) BizHub 958e - Todd Hall Office Work Room

Capabilities	Print, Copy, Scan
Print Speed	90 PPM B/W
Scan Speed	Up to 220 ipm duplex
Document Feeder	320 Sheet Dual-Scan Duplex Automatic Document Feeder
Paper Capacity	Tray 1 - 500 sheets Tray 2 - 250 sheets Tray 3 & 4 - 1,500 sheets each
Finishing Capability	4000 Sheet Booklet and Tri-Fold Finisher with Hole Punch



An aerial photograph of a city skyline at dusk, with the Willis Tower as the central focus. The sky is dark and cloudy, and the city lights are visible. The text '4.' is overlaid on the image.

4.

PRICING OVERVIEW

Lincolnwood I Proposal



LEASE PRICING

QTY	Equipment
3	TASKalfa 4054ci
3	500 Sheet Internal Finisher
3	Punch Unit
3	Fax System
3	Dual Scan Document Feeder
3	Dual 1500 Sheet Paper Tray
3	Card Reader
1	TASKalfa 5054ci
1	500 Sheet Internal Finisher
1	Punch Unit
1	Fax System
1	Dual Scan Document Feeder
1	Dual 1500 Sheet Paper Tray
1	Card Reader

QTY	Equipment
2	TASKalfa 4004i
2	4000 Sheet Staple Finisher
2	Punch Unit
2	Dual Scan Document Feeder
2	Dual 1500 Sheet Paper Tray
2	Card Reader
1	TASKalfa 4004i
1	4000 Sheet Finisher
1	Booklet Maker & Tri-Fold Unit
1	Punch Unit
1	Dual Scan Document Feeder
1	Dual 1500 Sheet Paper Tray
1	Card Reader

QTY	Equipment
6	TASKalfa 9003i
6	4000 Sheet Internal Finisher
6	Booklet Make & Tri-Fold Unit
6	Punch Unit
6	Dual Scan Document Feeder
6	Dual 1500 Sheet Paper Tray
6	Card Reader

Total Monthly Lease Cost:
\$2,610.59

Lincolnwood I Proposal



SERVICE PRICING

Service Price for all 13 MFD's		
Monthly B/W Volume		B/W Cost Per Page
167,000		\$0.0049
Monthly Color Volume		B/W Cost Per Page
Tier 1	18,750	\$0.015
Tier 2	3,125	\$0.035
Tier 3	3,125	\$0.049

Total Monthly Maintenance Cost:

\$1,362.05

TOTAL MONTHLY COST

Lincolnwood I Proposal



LEASE PRICING

QTY	Equipment
3	TASKalfa 4054ci
3	500 Sheet Internal Finisher
3	Punch Unit
3	Fax System
3	Dual Scan Document Feeder
3	Dual 1500 Sheet Paper Tray
3	Card Reader
1	TASKalfa 5054ci
1	500 Sheet Internal Finisher
1	Punch Unit
1	Fax System
1	Dual Scan Document Feeder
1	Dual 1500 Sheet Paper Tray
1	Card Reader

QTY	Equipment
2	TASKalfa 4004i
2	4000 Sheet Staple Finisher
2	Punch Unit
2	Dual Scan Document Feeder
2	Dual 1500 Sheet Paper Tray
2	Card Reader
1	TASKalfa 4004i
1	4000 Sheet Finisher
1	Booklet Maker & Tri-Fold Unit
1	Punch Unit
1	Dual Scan Document Feeder
1	Dual 1500 Sheet Paper Tray
1	Card Reader

QTY	Equipment
6	TASKalfa 9003i
6	4000 Sheet Internal Finisher
6	Booklet Make & Tri-Fold Unit
6	Punch Unit
6	Dual Scan Document Feeder
6	Dual 1500 Sheet Paper Tray
6	Card Reader

SERVICE PRICING

Service Price for all 13 MFD's		
Monthly B/W Volume		B/W Cost Per Page
167,000		\$0.0049
Monthly Color Volume		B/W Cost Per Page
Tier 1	18,750	\$0.015
Tier 2	3,125	\$0.035
Tier 3	3,125	\$0.049

Total Monthly Lease Cost:
\$2,610.59

Total Monthly Maintenance Cost:
\$1,362.05

Total Monthly Cost:
\$3,972.64

PLEASE NOTE THE FOLLOWING:



1. The pricing listed above includes the following:

- Delivery, installation, and full product training at all sites by Genesis Technologies.
- Administrator training and end user training on all software and hardware solutions at all sites by Genesis Technologies.
- Tax Exemption. (Please note that, with this particular lease, you will need to file for tax exemption, which, should you continue to pursue us as a vendor, we would walk you through.)
- Each machine is equipped with **Card Readers** for your teachers (especially summer school teachers that need temporary access).
- Each machine comes with the ability to **Wirelessly Connect**. For machines the two 40ppm machines in the District Office Lower Level Mail Room and Lincoln Hall 2nd Floor Teacher's Lounge, we can set up this connection.

2. The pricing listed above DOES NOT includes the following:

- Does not include a PaperCut MF license. If you wish for us to provide a quote on PaperCut MF, two things will need to happen. You will need to explicitly write an email to Morgan Sturm at GenesisONE, asking for GenesisONE to quote PaperCut to you. This will allow our Solutions team to look at your current license to determine next steps. We will then set up a meeting with our Solutions team, Jordan Stephen, and George Hu to discover your exact needs and provide a solution.
- We estimate this cost to be around \$400-\$800 a month in addition to the monthly lease rate stated above. (Please note that this cost could be less, but we we want to make sure we are setting a realistic expectation moving forward.)

As a closing, our company, genesisONE, wants to thank you so much for your consideration. Should you have any questions, please feel free to reach out to me, Morgan Sturm, via phone (847-897-7239) or email (msturm@mygenesis1.com) at any point in time!

It has been a pleasure working with you this past month and I am appreciative for it! I look forward to hearing back from you soon.



Gordon Flesch Company Equipment Proposal

Prepared for:

Lincolnwood School
District 74

Submittal Date:

July 27, 2022



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Thank you for the opportunity to provide you a proposal for a printer and copier maintenance program for Lincolnwood School District 74. In your RFP, you make it clear that Lincolnwood School District 74 values prompt, accurate and quality service. Lincolnwood School District 74 can be confident that if Gordon Flesch Company (GFC) is awarded this contract, your staff and students will have uninterrupted and reliable service from the start of the on-boarding process and throughout every day that GFC is responsible for your printer fleet.

GFC was founded in 1956 and has been growing steadily and responsibly for more than 66 years. This means Lincolnwood School District 74 can count on our organizational and financial stability, ensuring your technology is supported and serviced by the industry's most reliable partner. At the beginning, our Project Manager and technicians will help your team through the on-boarding process and, using our proven project management methodology, will ensure a seamless transition. If an issue does arise, GFC's experienced, locally based customer service team and field technicians will be there to keep your organization running without interruption. In addition, GFC's imageCARE managed print service uses the most modern software to deliver your toner and supplies in the most cost-effective and efficient manner possible.

The K-12 and Higher Education vertical market is our single largest customer base. As a company, GFC currently services and manages (297) K-12 Districts and (88) colleges and Universities. These 385 educational entities have a combined 12,066 units that produce 824 million images annually. Having worked with school districts across the Midwest, we believe a partnership with Lincolnwood School District 74 would have a tremendous impact on your customer satisfaction and bottom line. GFC customers know us to be a top-shelf vendor who stands behind our products, honors our commitments and is there when our customers need us. We are among the largest independent companies in our industry in the United States, offering the most modern technology and managed print services.

Again, thank you for the opportunity to work alongside Lincolnwood School District 74. It is our sincere hope to provide a solution that successfully answers your questions, efficiently manages all your needs, and provides long term strategic planning for your business. We are excited about this project and hope to earn selection as your vendor of choice.

Sincerely,

Alex Gengo

Account Executive

t: 847.996.3503 | c: 815.582.6927

agengo@gflesch.com

Company Information



Company Information

On behalf of the Gordon Flesch Company (GFC), I would like to thank you for this opportunity to earn your business. We very much look forward to starting a partnership with Lincolnwood School District 74. GFC is the largest independent dealer of Canon products in the United States. We are proud of our track record serving the K-12 and Higher Education market, which represents our single largest customer base. As a company, GFC currently services and manages **(297) K-12 Districts and (88) colleges and Universities. These 385 educational entities have a combined 12,066 units that produce 824 million images annually.**

Sixty-six years ago, an entrepreneur named Gordon Flesch left the Royal Typewriter Company to take over a small 3M dealership selling what was - at the time - a breakthrough technology, the Thermo-Fax copier. The first dry copier on the market, it put affordable, easy duplication within reach of more businesses than ever before. In those early days Gordon Flesch not only sold the machines, but he was also their sole repairman as well. In addition, he also offered something else: a commitment to uncompromising service, and to loyal customer relationships that grew out of that "do whatever it takes" approach.

Today, GFC has a network of 32 offices in 7 states, employing over 635 associates. The company continues as a vital, family-owned enterprise led by the founder's sons, Tom and Bill Flesch. A third generation Flesch family members, Patrick and Mark, have moved into senior leadership roles as President and COO, ensuring that the ideals and spirit of our company's founder will be preserved. The company's menu of products and services has diversified as well, as new technologies and workplace changes have created demand for more integrated, networked solutions.

In addition to its expansive lines of copiers, printers and other peripherals, GFC has pioneered the implementation of technologies such as electronic document management and services like managed print programs and managed IT services; we are a business technology solutions provider that helps organizations improve operational efficiencies. Amid all that growth and all those changes, one idea has held fast: **Gordon Flesch's original commitment to service excellence.** That level of excellence isn't merely the summation of over six decades of hard work; it's an excellent foundation on which to build in the decades to come.

Main Contact:

Alex Gengo
Account Executive
t: 847.996.3503 | c: 815.582.6927
agengo@gflesch.com

Your Gordon Flesch Company Branch:

Regional Headquarters
401 North Kirk Rd
Geneva, IL 60134
Local: [630.262.8300](tel:630.262.8300)

Principal officers include:

- Thomas Flesch, CEO
- Bill Flesch, Chief Development Officer
- Patrick Flesch, President
- Mark Flesch, Chief Operating Officer
- Kelly Dolphin, Chief Financial Officer
- Kirk Hoepfel, Regional Director of Sales & Operations



1978

GFC expands to Columbus, OH and another office opens in Madison.



1982

Bill Flesch, Gordon's third son, joins GFC.



1983

Gordon Flesch Company expands and builds an office in Milwaukee.



2016



2006

Tom Flesch's son, Patrick, represents the next generation to join the company. In 2018, is named President of the Gordon Flesch Company

2021

GFC breaks ground on a new office in Appleton, Wisconsin.



1956

Gordon Flesch, a salesman for Royal Typewriters, takes over a 3M dealership and establishes the Gordon Flesch Company in Madison, WI.



1983

Gordon Flesch Company expands and builds an office in Milwaukee.



2009

The professional services division is created, the first step in moving GFC beyond equipment sales and service.



2020

GFC expands their footprint in Indiana with the purchase of Jim Gordon, Inc. based in Columbus and Bloomington, Indiana.

1956

1956

1975

1980

1985

1990

1995

2000

2005

2010

2019

2022



1976

John Flesch, Gordon's son, joins the Gordon Flesch Company.



1997

Having done business in Geneva, Illinois for more than 20 years, a new office is built to hold sales, service and distribution.



2005

GFC headquarters moves to Fitchburg, Wisconsin.



2005

GFC opens an office in Appleton, Wisconsin.



2012

GFC opens an office in Appleton, Wisconsin.



2019

GFC acquires Advanced Systems, Inc. with 10 offices in Iowa, Minnesota and South Dakota, and Indiana Business Equipment in Terre Haute, Indiana.



1977

The company begins selling Savin copiers with liquid toner technology and reaches \$3 million in sales with 75 employees.

Tom Flesch, another of Gordon's sons, joins GFC and later becomes President and CEO July, 1986.

2001

The Gordon Flesch Charitable Foundation is established.

2007

The Gordon Flesch Company establishes an office in Indy.



2008

Mark Flesch joins his brother Patrick at the company, and is named Chief Operating Officer in 2018.



2020

GFC acquires Managed IT provider ITP and becomes Elevity. Jeff Dotzler is named President of Elevity.



GFC Service and Support



GFC Service and Support

GFC Service

The GFC name is synonymous with customer service. We do not have a “fix it and run” mentality. Our service professionals have one individual and one team goal. The individual goal is “First Call Effectiveness” which rewards them for their overall thoroughness and technical skill. The team goal is “Response Time”. Here the incentive is for the entire service team to work together to minimize our overall response time to all service calls, keeping you going and minimizing down-times. To that end, our service professionals focus beyond just fixing the immediate problem. They also search for other potential problems (i.e., worn parts) during the same service call and take steps to prevent possible machine failure from occurring down the road.



GFC Support

Since 1997, the Technology Support Center (TSC) has been a key component of our customer service offering. Based out of our Wisconsin facility, the TSC is a modern laboratory equipped with a representative array of our hardware and software solutions. The center is staffed with trained Systems Engineers each specialized in computer operating systems, graphics and color correction, variable data processing and enterprise content management solutions. Their combined expertise covers our complete product and solution suite; ensuring you will receive qualified dedicated support when you need it. **With over 18,000 annual calls to the TSC, 95% are answered live by a technician and resolved during that first call.**



GFC Client Portal

Service calls may also be placed electronically through the GFC Client Portal. The users would place their request via a web submission form on a private, secure website.

Whether received by phone or electronically, the call information is entered into our system and is assigned to the appropriate technician. The system automatically alerts the appropriate technician for the service call. Error codes are always forwarded to the technicians. These codes and other customer-provided information in the service call alert can be viewed by the technicians, allowing them to better prepare for the call.



The **GFC Client Portal** and the **myGFC** app make it easy to manage your business technology needs. Place service calls on the new mobile **myGFC** app or access the customized GFC Client Portal to place your technology data at your fingertips. The GFC Client Portal is a private online interface that will provide complete 24x7 access to tools and information. It allows you to safely and securely navigate through your whole print fleet in a matter of minutes and is an all-in-one hub to manage your output devices.



- Requests may be placed 24/7. Any requests received outside of our normal operating hours are given first priority the next business day.
- It is important to note that all service requests can be monitored in real time via the GFC Client Portal.

GFC has the ability, upon customer request, to set up service call alerts. When enabled, the system will automatically send an email to a customer email address notifying them of a call that has been:

- Created
- Dispatched
- Serviced
- Completed
- Cancelled

Remote Tech Dispatch – Support Call Center

GFC provides a toll-free number for customers to use when placing a service call via phone Remote Tech Dispatch.

Corporate Capabilities



Corporate Capabilities

Technology Solutions Provider

GFC helps organizations develop and implement customized business technology solutions that save time, money and resources by providing a complete suite of the very best office workflow solutions, services and support. From multi-function and single-function output devices to managed IT services, enterprise content management, asset management, business process optimization workshops, on-site services, cloud storage and more.

GFC Corporate Capabilities

In addition to managing the Lincolnwood School District 74 printer fleet, GFC can provide Lincolnwood School District 74 with total office solutions from copier and printing systems, computer networking, and digital document services to copy center management, technology training, and electronic content management. You will have the products and services you need to meet business communication needs and have the customer support staff needed maintain them. GFC has the depth and breadth of resources, technology, systems, and overall management experience needed to successfully manage your equipment fleet and document management requirements. Our value includes:

Digital Copiers & Printers—GFC provides sales, integration and support of an extensive array of digital copiers, printers, and print controllers for network and production copying and printing, as well as digital workflow applications.

Managed Print Services— Your machines will be actively maintained and supported with preventative maintenance, so that your staff is more productive. GFC manages hardcopy device fleets (copiers, printers, multifunction devices, and fax machines) to assist the business end-user to streamline management and minimize costs associated with printing and imaging. GFC's customized programs cut ownership costs, enhance productivity and reduce energy consumption.

Output Management and Printing Solutions— GFC maintains a variety of best-in-breed industry solutions for management of document output including solutions to address needs in secure print with virtual queue release, BYOD authentication and print release, rules based routing of documents to the most efficient devices within the environment based upon document properties, integration with leading edge accounting systems, and the statistical engines to provide for intelligent analysis of the who, what, where, and when of documents being printed. Backed by the certified technical expertise necessary to make sure your projects are implemented flawlessly, GFC can ensure that your company gets the most of their investment into managing output.



Elevity Technology Management — Gordon Flesch Company's (GFC) Managed IT division and recently acquired Information Technology Professionals (ITP) have combined to form Elevity. Elevity leverages GFC's size, scale and experience along with ITP's technology and service staff to provide expanded service offerings across the Midwest. Elevity provides Managed IT service and support for more than 10,000 end users, supports almost 5,000 hardware devices, 900 physical servers and network devices.

Elevity has been in business since 2003 and provides a wide range of technology solutions to businesses of sizes across the Midwest, including, a large contingent of financial and banking organizations. Elevity serves more than 400+ customers and employs 70 MSP staff in locations across the Midwest.

Industry of Focus: Financial, Legal, Professional Services, Non-Profit and Manufacturing
Client Size Range: From over 1,500 users, down to 25 users (less if there is a good fit)

Electronic Content Management Solutions— Paper documents offer a wide array of challenges for modern business. Lost documents, increasing compliance regulations, and personal information security have grown to be large issues that most companies need to address to remain successful in their respective fields. GFC business analysts can help provide business process optimization studies to identify areas of concern, as well as make recommendations for process improvements. Using flexible and powerful electronic content management solutions, GFC can provide electronic answers to help solve paper-based problems. Automation of workflow, secure audit trail for documents, comprehensive records management mapped towards industry compliance, and authenticated access to information are all hallmarks of GFC electronic content management solutions.

Network Assessment & Design — GFC's highly skilled sales and technical teams ensure accurate analysis of office-wide information sharing, as well as proper design & implementation of integrated network document solutions.

Business Process Optimization — Our trained consultants work with companies of all sizes. This service is designed to identify and improve inefficient processes. GFC consultants conduct a three-step engagement that brings clarity to issues that impact each unique organization, clearing the pathway for optimized outcomes.

Outsourcing and Facilities Management— In 1997 The Gordon Flesch Company made a strategic decision to organize our outsourcing service activities into GFC OnSite Services as an official division of the company. GFC has invested heavily into GFC OnSite Services to solidify its position as core offering. GFC's resource dedication to this market has realized a 300% growth in revenues and continues to grow.

In-house Leasing Services – Leasing equipment can conserve cash flow, hedge against inflation, minimize invoices and reduce tax liability. The only problem is that many third-party leasing companies care more about collecting their next payment than helping customers experience the benefits that come from improved business technology. That's why we formed GFC Leasing in 1965, our very own, in-house financing division with the flexibility to do what is right for our clients' business, not just for ours.

In-House Leasing

GFC Leasing was formed to provide a personalized, flexible way for our clients to lease business equipment and services. We offer flexible terms, straightforward end-of lease options and, best of all, GFC Leasing ***will never sell a lease to a 3rd Party.***

- Flexible leasing terms and no end of term surprises
- Change equipment as business needs change
- Dedicated and personalized team of experts
- Stay up to date with the latest technology
- True “Technology as a Service” solutions (TaaS)

GFC will offer Lincolnwood School District 74 regular Strategic Business Review (SBR) meetings to review fleet status, GFC service performance and recommendations for improvement. As your technology partner, we believe it is essential to meet face-to-face with you to discuss your strategic, operational and business needs so that we can continue to deliver clear insights and recommendations to help you succeed. The Strategic Business Review will make sure that both parties are on the same page and moving your organization ahead with your Technology Roadmap. Strategic Business Review (SBR) meetings to review fleet status, GFC service performance and recommendations for improvement.

GFC can now provide on-demand Strategic Business Review (SBR) meetings to review fleet status, service performance and recommendations for improvement. Building on Microsoft's Power BI analytics platform, GFC is the first office technology company to be able to offer live, data-driven analytics to our customers. Microsoft Power BI, merges different data sources, creates visualizations and uncovers trends and useful statistics. Your data dashboard will provide imageCARE data, uptime statistics and usage trends so that you can drill down and see a complete fleet overview that will help you deploy and upgrade your technology as appropriate. As your technology partner, we believe it is essential to meet face-to-face with you to discuss your strategic, operational and business needs so that we can continue to deliver clear insights and recommendations to help you succeed. The Strategic Business Review will help make sure that both parties are on the same page and moving your organization ahead with your Technology Roadmap. This is the most accurate, current data, and you will be able to see exactly how well your print technology is performing and how to make your service more cost-effective.

Examples of the information provided in our SBR reporting include Usage Trends, Volumes by Device, Volumes by Location, Device Availability, Service Calls & Resolution, Value of Service Agreements, Action Items, etc.

GORDON FLESCH[®]
 COMPANY, INC.
 BUSINESS TECHNOLOGY. MANAGED.[™]

STRATEGIC BUSINESS REVIEW

Select Customer

Navigation icons: Printer, Bar Chart, Wrench, Magnifying Glass

image+CARE
 Vitals

Fleet Overview

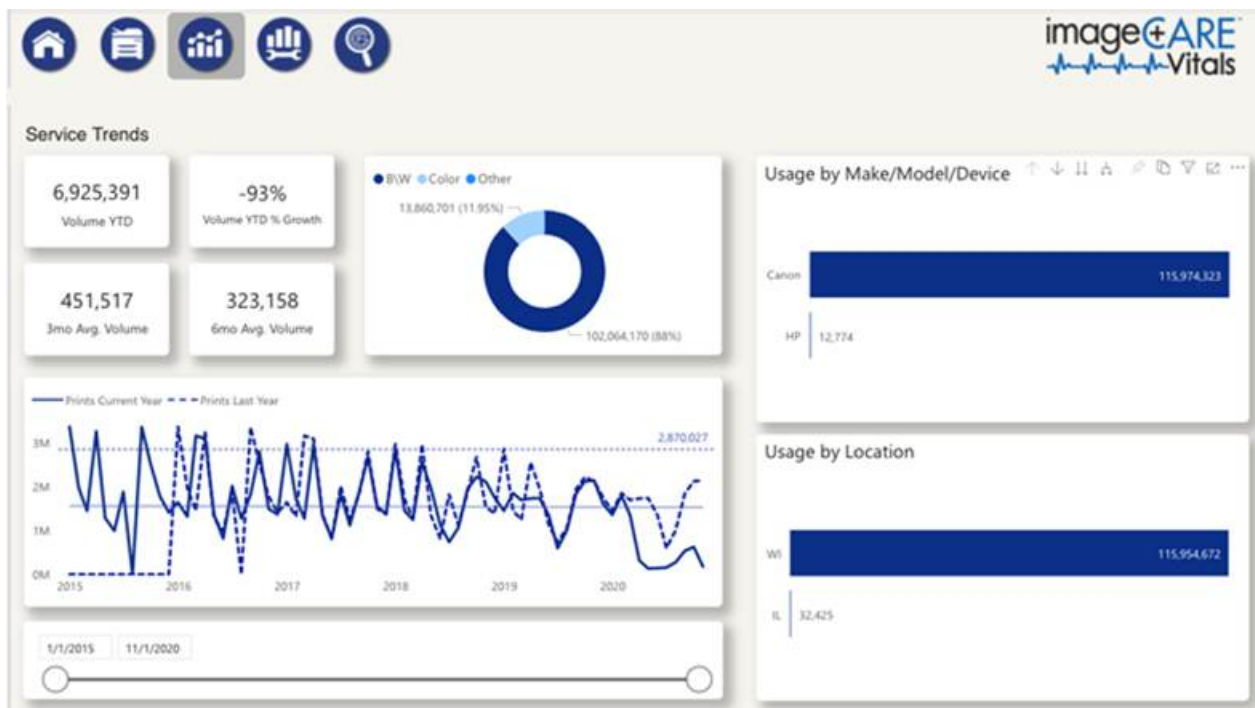
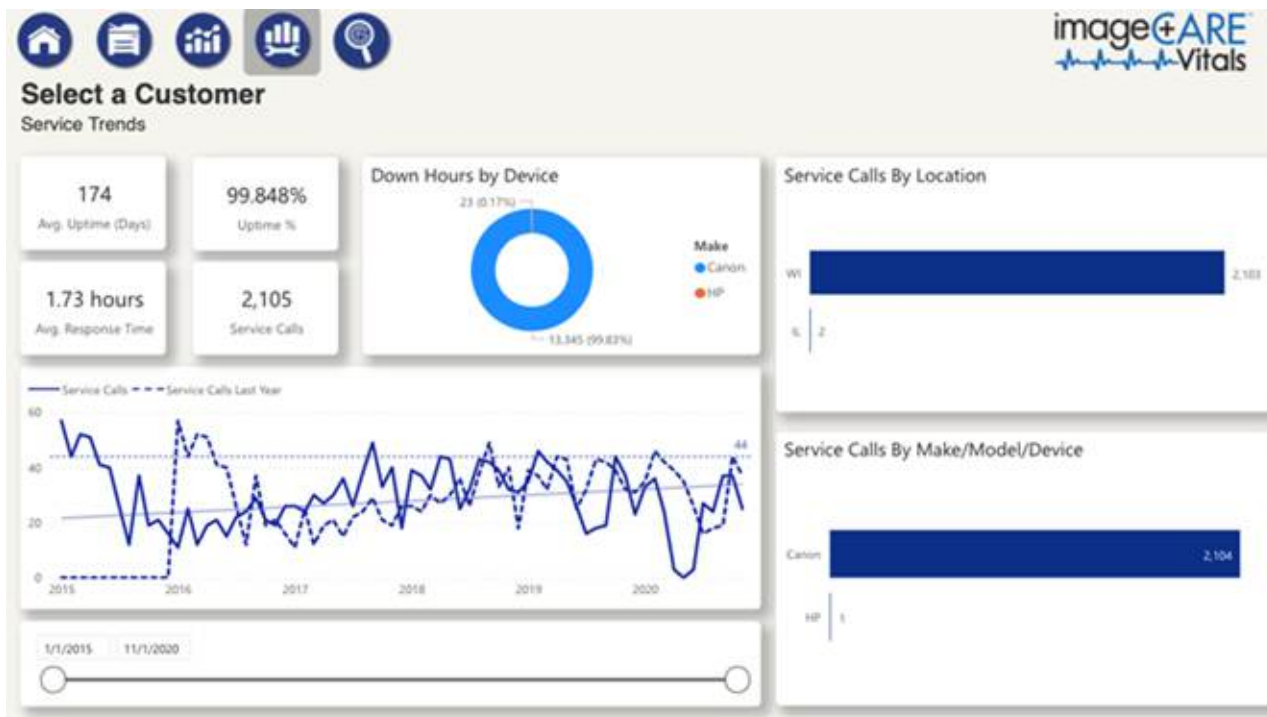
244 Devices | 4 Contracts | 58 Locations | 19 Avg. Device Age Mo.

Map of the United States showing device locations.

Equipment Num	Make	Model	Serial Number	Contract Desc
BA2641	Canon	iPF PRO-4000S	BADJ00134	iPF PRO-4000S
BA5709	Canon	iR 1435iF+	YDB02872	iR 1435iF+ Copier Printer
BA7145	Canon	iR ADV C5550i III	2JG03510	iR ADVANCE C5550i III Copier Printe
BA7152	Canon	iR ADV C5535i III	2KJ05591	iR ADVANCE C5535i III Copier Printe
BA7324	Canon	iR ADVANCE S25iFZ II	2BE01364	iR ADVANCE S25iFZ II Copier Printer
BA7384	Canon	iR ADV C5535i III	2KJ03449	iR ADVANCE C5535i III Copier Printe

Device counts by Make: Canon (243), NT-Ware (1)

Device distribution by Make: Canon (99.59%), NT-Ware (0.41%)



Financial Stability



Financial Stability

GFC Financial Viability Statement

We understand your need to complete a supplier financial viability assessment. The Gordon Flesch Company, Inc. is extremely proud of our business and financial strength; we operate as a Sub-Chapter S Corporation and are on a September 30 fiscal year basis. Revenue for the past fiscal year was \$167,500,000. Because of the company's financial strength, our banks provide us with unsecured loans and our suppliers waive any security interest on our inventory purchases. GFC has never had a bankruptcy or reorganization due to financial hardship, nor have we ever been in arbitration.

Bank References

M&I BMO Harris Bank

Contact: Mr. Randy Paulson (608) 252-5939

D&B Number: 02-331-8074

D&B Ranking: 1R2

Pricing





GFC Solution Investment

Qty	Manufacturer	Model	Description
6	Canon	iR ADV DX 8786i 8795i 8705i Main Engine {iR ADV DX 8795i}	Packages for 'iR ADV DX 8786i 8795i 8705i Main Engine'. MEAP for PaperCut Puncher Unit-BF1 Booklet Finisher-X1 imageRUNNER ADVANCE 8795i Speed License
1	Canon	iR ADV DX 6780i	iR ADV DX 6780i MEAP for PaperCut 2/3 Hole Puncher Unit-A1 Booklet Finisher-AC1
2	Canon	iR ADV DX 4845i	iR ADV DX 4845i High Capacity Cassette Feeding Unit-E1 MEAP for PaperCut 2/3 Hole Puncher Unit-A1 Staple Finisher-AE1
4	Canon	iR ADV DX C5850i	iR ADVANCE DX C5850i High Capacity Cassette Feeding Unit-C1 Inner 2/3 Hole Puncher-D1 Inner Finisher-L1 MEAP for PaperCut

imageCARE Agreement

	BW Images		Color Images	
	Volume	Overage	Volume	Overage
iR ADV DX 8786i 8795i 8705i Main Engine {iR ADV DX 8795i}	0	0.0039		
iR ADV DX 8786i 8795i 8705i Main Engine {iR ADV DX 8795i}	0	0.0039		
iR ADV DX 8786i 8795i 8705i Main Engine {iR ADV DX 8795i}	0	0.0039		
iR ADV DX 8786i 8795i 8705i Main Engine {iR ADV DX 8795i}	0	0.0039		
iR ADV DX 8786i 8795i 8705i Main Engine {iR ADV DX 8795i}	0	0.0039		
iR ADV DX 8786i 8795i 8705i Main Engine {iR ADV DX 8795i}	0	0.0039		
iR ADV DX 6780i	0	0.0039		
iR ADV DX 4845i	0	0.0039		
iR ADV DX 4845i	0	0.0039		
iR ADV DX C5850i	0	0.0039	0	0.039
iR ADV DX C5850i	0	0.0039	0	0.039
iR ADV DX C5850i	0	0.0039	0	0.039
iR ADV DX C5850i	0	0.0039	0	0.039

The imageCARE Agreement includes toner, all parts, all labor, travel time, technical updates, preventative maintenance, access to the GFC Help Desk for remote resolution, and firmware updates through GFC's Quality Assurance Program. GFC's imageCARE also provides an automatic meter reading application and 24/7 access to your private customer portal with information and tools. Network connected installations include the services of a Digital Support Specialist to manage system integration and training. Delivery, installation and start-up supplies is included. *Pricing does not include sales tax.*

	<u>24 Month</u>	<u>36 Month</u>	<u>48 Month</u>	<u>60 Month</u>
Monthly Lease Investment	\$5,710.00	\$4,015.00	\$3,238.00	\$2,809.00
Including Papercut	\$5,991.00	\$4,221.00	\$3,423.00	\$2,985.00
Including Papercut and Folding Units	\$7,967.00	\$5,610.00	\$4,543.00	\$3,957.00

Network Consultation, Installation and Support

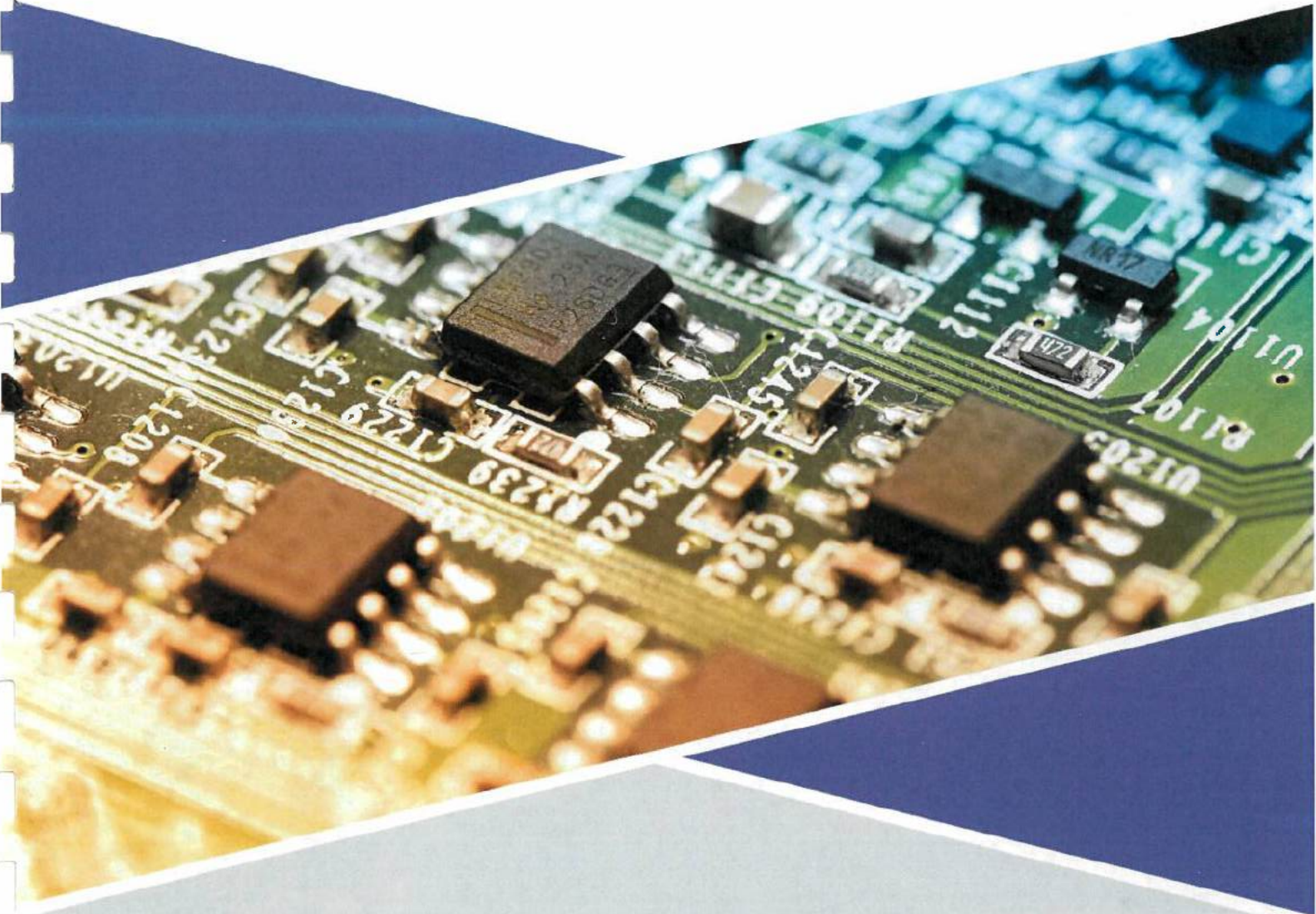
Network connected installations include the services of a Digital Support Specialist to manage system integration, training & unlimited access to our Technology and Logistics Center (TLC).

Delivery, equipment installation, start-up supplies and training included.

CONFIDENTIAL PROPOSAL PREPARED FOR



Lincolnwood 74
Lincolnwood School District 74



PREPARED BY

Lee Pietrowski

Partner

lpietrowski@imagetec.com

Mobile: 312-320-0491

PROPOSAL DATE

05/20/2022







Lincolnwood School District #74
6950 N. East Prairie Road
Lincolnwood, Illinois 60712
Attn: Jordan Stephen
Director of IT

Jordan,

As you are aware the past 2 years have been unusually difficult as we deal with manufacturing problems due to COVID, Supply chain issues, rising prices for goods, inflation issues and interest rate increases that the federal government is implementing due to the rising inflation.

All of these issues have to be discussed as it is my responsibility to provide the district with a solution that will help in easing the cost increases and to make sure that we can make timeframes that will coincide with your lease end.

On the following page I have provided you a spreadsheet that includes the information that will support my recommendation for the district. I have made a few changes in the hardware that better reflect the decrease in volumes that the district is currently using along with keeping in mind the accessibility and the fluctuating volumes during a school year.

Since IMAGETEC L.P. started its relationship with Lincolnwood S.D. 74, the district has implemented PaperCut with follow me printing which is a huge benefit to the users along with providing equipment that functions better and has less downtime than the district ever had.

I am very proud of our service team that has the highest rating of Master Technician for all techs that service your district along with an IT team that supports your needs. All of these components equate to a successful relationship that the district has experienced.

I hope to continue our relationship with the new implementation and provide the district world class service, support, and hardware.

Sincerely,

Lee Pietrowski
Partner
IMAGETEC L.P.



PROJECT OVERVIEW

LINCOLNWOOD SCHOOL DISTRICT 74

Current Lease

The district has a current lease and service agreement with IMAGETEC L.P. that will expire on 1/23/2023. This lease is a FMV lease which requires the district to send a letter of intent upon 30 days notice. The district will also be responsible for the shipping costs of the equipment back to the leasing company where designated. This is included if the district renews with IMAGETEC L.P.

Supply Chain Issues

Currently manufactures are taking 5 to 6 months to ship equipment that is ordered. This is due to constraints on the supply chain and rolling closures of facilities that are overseas. I am planning to place this order in June 2022 so that we can meet the lease end date of 1/23/2023.

Recommended Hardware

I am recommending the new i-Series Konica Minolta Bizhub systems as a replacement. These units have worked very well in the district and the staff like the ease of use and reliability. The i-Series have several changes in them which are noticed on the main screen. No longer are there any hard keys as it is a true integrated Pad type screen. Security on the systems is better and built into the device. The RFID card readers are of the GEN 2 type which have better security and can connect to a mobile device if wanted.

The only change that has been made is that the current 958 units will be replaced by the new 750i series. The reason for this change is that the districts volume has gone down whereas you do not need a 95 page per minute. This change will help with the investment and service costs. This change will offset some of the costs increases that I speak about in my letter.

Current HP Fleet of Printers

Currently the district is supporting its fleet of printers, it is my recommendation to put your HP printer fleet under our VIP program whereas you would only buy HP OEM toner from IMAGETEC L.P. and your printers would be serviced by us including all parts and labor at no additional costs. Because we are a Premier HP dealer we leverage our relationship with HP for this program. Costs for your printer toner are included in this proposal.

Lincolnwood School District 74
Lease End 1/23/2023

LOCATION	ROOM#/DEPT.	CURRENT EQUIPMENT	CURRENT SERIAL #	CURRENT E-TAG	NEW EQUIPMENT	AVERAGE BLACK MONTHLY VOLUME	AVERAGE COLOR MONTHLY VOLUME	FAX NUMBER	CONFIGURATION	NOTES FOR INSTALL
Lincolnwood District Office 6850 N. East Prairie Road Lincolnwood, Illinois 60712	Receptionist	Bizhub C558	A79K011127481	E24978	Bizhub C550i	4700	6000	847-675-4207	Inner Finisher, Punch, Fax	
	Lower Level - Mail Room	Bizhub 458e	AA6U011018556	E24945	Bizhub 450i	3000			Booklet Finisher, Punch, Wireless	
	2nd Floor - Tech Loft Closet	Bizhub 458e	AA6U011018213	E24944	Bizhub 450i	1000			Regular Finisher, Punch	
Rutledge Hall School 6850 N. East Prairie Road Lincolnwood, Illinois 60712	2nd Floor - Room 20	Bizhub 958	A796011003057	E24938	Bizhub 750i	23000			Booklet Finisher, Punch	
	Staff Lounge	Bizhub 958	A796011003061	E24939	Bizhub 750i	25000			Booklet Finisher, Punch	
	Office	Bizhub C458	A79M011050512	E24979	Bizhub C450i	3600	5300	847-675-9320	Inner Finisher, Punch, Fax	
Lincoln Hall Middle School 6855 N. Crawford Avenue Lincolnwood, Illinois 60712	Office Mail Room	Bizhub 958	A796011003066	E24940	Bizhub 750i	24500			Booklet Finisher, Punch	
	3rd Floor - Room 305 storage	Bizhub 958	A796011002965	E24941	Bizhub 750i	10500			Booklet Finisher, Punch	
	Office	Bizhub C458	A79M011049383	E24980	Bizhub C450i	3000	3700	847-675-8124	Inner Finisher, Punch, Fax	
	Library	Bizhub 458e	AA6U011018560	E24946	Bizhub 450i	7000			Regular Finisher, Punch, Wireless	
Todd Hall School 3925 W. Lunt Avenue Lincolnwood, Illinois 60712	Storage between Room 300 & 302	Bizhub 958	A796011003033	E24942	Bizhub 750i	34000			Booklet Finisher, Punch	
	Office Work Room	Bizhub 958	A796011003044	E24943	Bizhub 750i	33500			Booklet Finisher, Punch	
	Office	Bizhub C458	A79M011049762	E24981	Bizhub C450i	16000	8000	847-675-9378	Inner Finisher, Punch, Fax	

IT CONTACT	Jordan Stephen
E-MAIL	jstephen@sd74.org
PHONE	847-675-8234

What Operating System is Being used? Windws or Mac?

Scan to e-mail information	
SMTP/Email Server	
Email Account User Name	
Email Account password	
Port Number	

DELIVERY CONTACT	Jordan Stephen
E-MAIL	jstephen@sd74.org
PHONE	847-675-8234

A/P CONTACT	Courtney Whited
E-MAIL	cwhited@sd74.org
PHONE	847-675-8234



VIP PRINTER SUPPORT PROGRAM

PROGRAM FEATURES & AGREEMENT TERMS



Partner First
Managed Print
Specialist

PREMIER

PROGRAM FEATURES



ALL-INCLUSIVE

Once you've purchased supplies through our VIP Printer Support Program, everything is included! When the need arises for service of your printer, the cost of repair is at no additional charge, during the course of the agreement. **This includes everything: parts, labor & travel.**



INCREASE OFFICE PRODUCTIVITY BY INCREASING UP-TIME

We provide you with discounted HP pricing on genuine OEM toner, which includes service. This will effectively reduce the number of services calls, enable you to achieve higher yield for each of your toner cartridges, and help you avoid defective supplies.



FREE QUOTES ON PRINTER REPLACEMENTS

If your printer becomes unserviceable, we will be happy to provide you with a quote on a replacement printer. As an HP Premier Partner, we can provide you with the best printers at competitive prices.



SIMPLE AGREEMENT

Service is included as long as you purchase your toner from us. Sign a basic agreement to ensure you always receive the best price on genuine HP toner. The agreement is valid for one year and can easily be renewed.

AGREEMENT TERMS

Machine(s) covered under the VIP Printer Support Program agreement will be connected to the HP Smart Device Service (SDS), which will send us automatic meter reads. This agreement includes service, parts, and labor. The agreement is good for one year, but renews for an additional year as toner is purchased through us. This agreement is void if toner is purchased from another supplier.

Imagetec LP Investment Analysis for: Lincolnwood School District 74



Current Situation	Quantity	Model(s)	Original Lease Term	Monthly Lease Payment(s)		B/W Monthly Cost	Color Monthly Cost	Monthly Overage Cost	Other (Total Monthly Cost
Financial Breakdown:	6	Konica 958	36	\$2,506.60	MFP:	\$716.67	\$950.00			\$4,173.27
	3	Konica 458e			MPS:	\$0.00	\$0.00			
	3	Konica C458								
	1	Konica C558								

Service Breakdown	Type	Monthly Volume	Base Rate	Overage Rate
MFP	Black/Whit Volume	166,667	0.00430	MFP:
	Color Volume	25,000	0.03800	
MPS	Black/Whit Volume	0		MPS:
	Color Volume	0		

Imagetec Solution	Quantity	Model(s)	Lease Term	Monthly Lease Payment(s)		B/W Monthly Cost	Color Monthly Cost	Monthly Overage Cost	Other (Total Monthly Cost
Financial Breakdown:	6	Konica 750i	36	\$3,179.04	MFP:	\$700.00	\$775.00			\$4,554.04
	3	Konica 450i			MPS:	\$0.00	\$0.00			
	3	Konica C450i								
	1	Konica C550i								

Service Breakdown	Type	Monthly Volume	Base Rate	Overage Rate
MFP	Black/Whit Volume	166,667	0.00420	MFP:
	Color Volume	25,000	0.03100	
MPS	Black/Whit Volume	0		MPS:
	Color Volume	0		

Monthly Variance:	\$480.77
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Annual Variance:	\$5,769.28
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Prepared and Presented By:

Lee Pietrowski

05/24/20

All information provided by Imagetec LP, within this "Investment Analysis", is proprietary and confidential and may not be shared with a 3rd party or through any FOIA request without the written consent of IMAGETEC LP.

Imagetec LP Investment Analysis for:
Lincolnwood School District 74



Current Situation	Quantity	Model(s)	Original Lease Term	Monthly Lease Payment(s)	B/W Monthly Cost	Color Monthly Cost	Monthly Overage Cost	Other (Total Monthly Cost
Financial Breakdown:	6	Konica 958	36	\$2,506.60	MFP: \$716.67	\$950.00			\$4,173.27
	3	Konica 458e			MPS: \$0.00				
	3	Konica C458							
	1	Konica C558							

Service Breakdown	Type	Monthly Volume	Base Rate	Overage Rate
MFP	Black/Wht Volume	166,667	0.00430	MFP:
	Color Volume	25,000	0.03800	
MPS	Black/Wht Volume	0		MPS:
	Color Volume	0		

Imagetec Solution	Quantity	Model(s)	Lease Term	Monthly Lease Payment(s)	B/W Monthly Cost	Color Monthly Cost	Monthly Overage Cost	Other (Total Monthly Cost
Financial Breakdown:	6	Konica 750i	48	\$2,625.96	MFP: \$700.00	\$775.00			\$4,100.96
	3	Konica 450i			MPS: \$0.00				
	3	Konica C450i							
	1	Konica C550i							

Service Breakdown	Type	Monthly Volume	Base Rate	Overage Rate:
MFP	Black/Wht Volume	166,667	0.00420	MFP: 0.00420
	Color Volume	25,000	0.03100	0.03100
MPS	Black/Wht Volume	0		MPS: 0.00000
	Color Volume	0		0.00000

Monthly Variance:	-\$72.31
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Annual Variance:	-\$867.68
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Prepared and Presented By:

Lee Pietrowski

05/24/20

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KONICA MINOLTA

bizhub® i-SERIES
CONNECTING
TOMORROW'S
WORKPLACE
TODAY
RETHINK WORK

Giving Shape to Ideas

INTRODUCING THE bizhub i-SERIES

FROM KONICA MINOLTA

Born from our desire to rethink the role of multifunctional printers in business, our next-generation technology seamlessly connects your dynamic environment. Simply and securely bringing together people, places and devices to embrace the way you work. Improve communications and productivity, streamline processes, make better decisions and, ultimately, enable smarter business.

The workplace is changing

- As more tasks move toward individual work in a place of the individual's choice, central offices are becoming hubs for communication
- As office documents become more digitized and the volume of data increases, centralized management and better access to documents is essential
- As business data leaks and hacking become more commonplace, the need for security is increasingly critical

bizhub i-Series is the solution

- With simple operability and high-quality performance, the bizhub i-Series allows people to complete tasks efficiently and effectively from anywhere
- With integrated cloud services that offer the right processes at the right time, the bizhub i-Series builds more convenient workflows for everyone
- With next-generation security technology built in, the bizhub i-Series provides a reliable and safe environment for your business



bizhub
i-Series C4050i



bizhub
i-Series C360i



bizhub
i-Series C650i



i-SERIES IS SIMPLE AND SECURE

We've simplified, secured and enhanced what technology can do for your business.

Intelligent simplicity

With a large touchscreen operation panel, smartphone style user interface and a display that users can customize with apps from Konica Minolta Marketplace, i-Series is intelligently simple.

Next-generation security

The next-generation bizhub i-Series comes with the highest security standards built in. The i-Series is compliant with General Data Protection Regulation (GDPR) and ISO 15408 certified HCD-PP, so data privacy standards and end-point security requirements are met.

With our bizhub SECURE services, we tailor the security settings to your needs, so your data is fully protected. And with optional anti-virus software, it safeguards your device against viruses that can harm your business.

Key benefits

- Stay in control of your information
- Protect your data and stop virus threats
- Security visibility, implementation and continuity
- The peace of mind to focus on core activities

i-SERIES IS INTUITIVE

Inspired by the way people interact with technology, we've completely redesigned the user experience.



Designed for people

The stylish bizhub i-Series looks at home in today's office environment, with contemporary touches like a floating operation panel, rounded edges and LED status indicators.

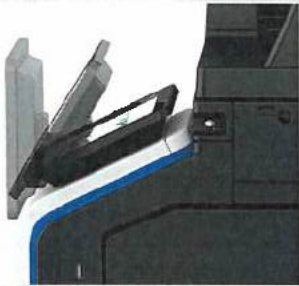
With a 24° to 90° tilt angle, the large 10" tablet style touch panel provides convenient accessibility and operation for all users.

Putting users first

The i-Series offers a market-leading and intuitive smartphone style experience.

So familiar, it's second nature. There's practically no learning curve and users can customize their screen similarly to the way they do for their mobile device.

In the new card-type Quick Copy screen, all main setting options are directly visible without scrolling or searching. Users can apply their desired settings with fewer clicks and pop-ups, making operation faster and more productive. You can also customize your personal home screen by simply adding or removing function icons. Widgets are available (similar to Widgets on Android-based smartphones), which facilitate the embedding of apps into the home screen.





No waiting time

To boost workflow and cut out waiting time, the i-Series is fast. In fact, thanks to its brand new quad-core Central Processing Unit (CPU), it's four times quicker than our previous generation bizhub models.

The new controller integrates all processes and distributes tasks more effectively within the CPU. As a result, the user experience is smoother and quicker and there is no waiting time while operating the i-Series.

With the new media sensor, paper weight detection is automatic, and the correct settings are reliably applied every time. Enhancing user convenience, this avoids setting mistakes and minimizes paper jams.



i-SERIES IS SAFER



75% of companies said they had experienced disaster recovery failures, resulting in the loss of critical applications and files. Yet 60% don't have a full-scale data recovery plan.

Sources: Disaster Preparedness Council, FEMA

TOTAL CARE BY BIZHUB SECURE

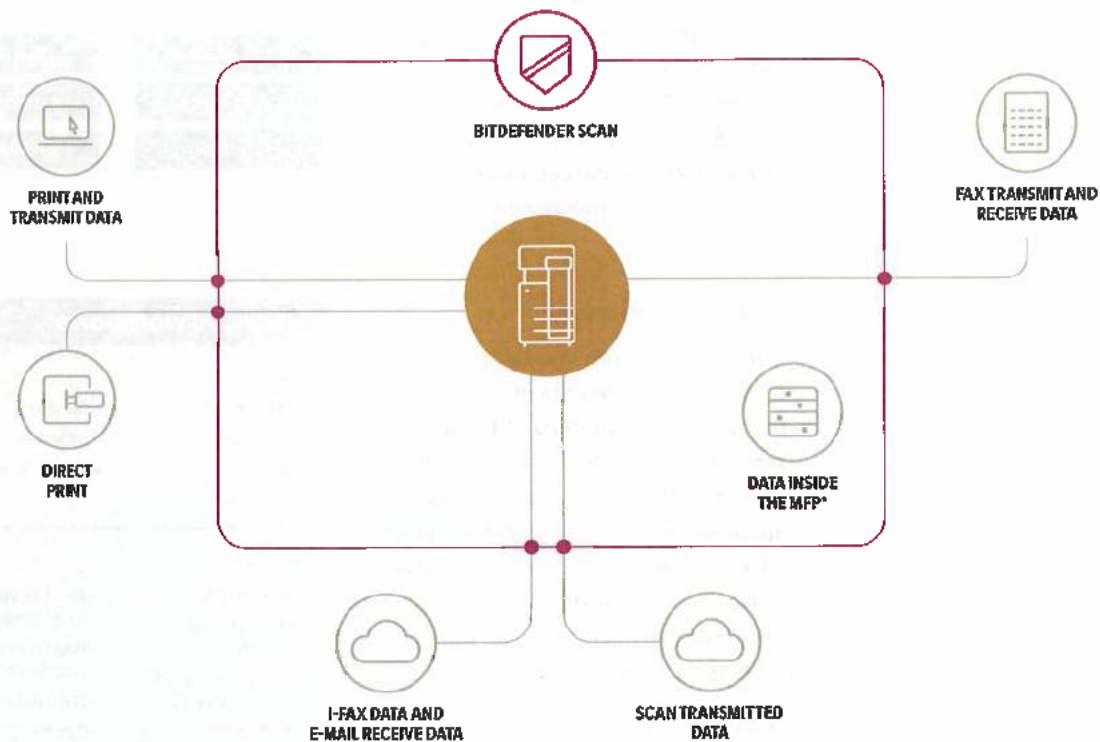
With bizhub SECURE services, we've made sure your business is fully protected by providing security tailored to your needs. Continuous security gives you one less thing to worry about. And because our team configures everything for you, you'll save time too.

Safe and SECURE

- **bizhub SECURE:**
 - protects the data stored in the memory of your i-Series
 - protects your i-Series from attacks via encryption
- **bizhub SECURE Platinum:**
 - secures your devices' network settings
 - secures your i-Series against unauthorized access
- **bizhub SECURE Notifier App:**
 - ensures the right settings are implemented and remain unchanged
 - alerts users if a security setting has been altered
- **BitDefender® Anti-Virus Option:**
 - defends you from the threat of viruses

ALWAYS SAFE. ALWAYS IN CONTROL.

Having complete protection against virus threats gives you the peace of mind to focus on other tasks. So to protect your data, the BitDefender anti-virus option automatically scans all transmitted and received data — in real time. You can also run on-demand or scheduled scanning of your data, to make sure you stay protected.



- * Data inside the MFP can be checked continuously, manually or on a scheduled basis
- Optional BitDefender scans transmitted and received data to protect the i-Series

i-SERIES IS UNLIMITED POSSIBILITIES

ENHANCED EFFICIENCY AND PRODUCTIVITY

Dispatcher Suite, our integrated print management and workflow automation solution, extends the workflow capabilities of the i-Series and provides effective management of corporate print and scan infrastructure.

As a unified platform, this feature-rich solution simplifies print and scan operations, maximizes office efficiencies and provides businesses of all sizes with the flexibility they need. It allows businesses to manage and reduce their printing costs, while increasing their document workflow productivity and security.

Dispatcher Paragon

Increase productivity and flexibility while reducing printing and copying costs.

Dispatcher Paragon also offers sophisticated enterprise print management capabilities, including secure and central control for your entire print environment.

Authentication	Reporting
Print Roaming*	Rule-Based Engine
Credit and Billing	Mobile Print

Dispatcher Phoenix

Our advanced workflow automation solution streamlines document processing and handling. Whether it's sending documents to key recipients, routing documents to cloud storage applications, customizing complex print jobs, or indexing documents and folder browsing from the MFP panel, Dispatcher Phoenix can handle all of your document processing needs.

With its customizable workflows, businesses can simplify daily office routines, boost efficiencies and improve workplace productivity.

Advanced workflows*	
Capture	
- MFP Panel	- Dropbox
- Web Capture	- DP Mobile
- Input Folder	- Google Cloud Print
- FTP Servers	
Process	
- Advanced OCR	- Annotate, Watermark & Image Enhancements
- Metadata Scripting and Routing	- Page Count and Color Route
- File conversion to PDF, Microsoft Office, PS	- PDF Data Extraction
- Metadata to File	- Rename, Split and Merge
- ODBC	
Distribution	
- Dropbox*	- Microsoft* Exchange
- Box*	- Google Drive*
- OneDrive*	- WebDAV
- OneDrive for Business*	- Output Folder
- SharePoint*	- FTP and SFTP Servers
- SharePoint Online	- SMTP

*more system capabilities and features available

MAKE TIME FOR YOUR CORE BUSINESS

Simply add new capabilities to make the i-Series more accommodating to the way you work. The Konica Minolta MarketPlace gives you the freedom to customize your device. The available applications bridge unproductive gaps between work processes to give you more time to focus on core tasks.

Streamline office routines

Browse the Konica Minolta MarketPlace for new applications that serve your business needs. Then, simply add them to all your devices — however large your fleet.

Updates are also deployed directly to your devices without cost-intensive maintenance. And, as these apps run directly on your devices, you don't need to invest in additional infrastructure.

The i-Series provides a broad range of capabilities that serve all your needs. To minimize the time spent using your device, simply change the control panel to meet your preferences. And because the user operation of any model is completely customizable, there's no need for specific training.

Key benefits

- Add and remove functions from the panel to match your i-Series with your work style
- Streamline your daily office routines
- Boost team productivity



For more details on Konica Minolta MarketPlace, visit konicaminoltamarketplace.com

i-SERIES IS SMARTER

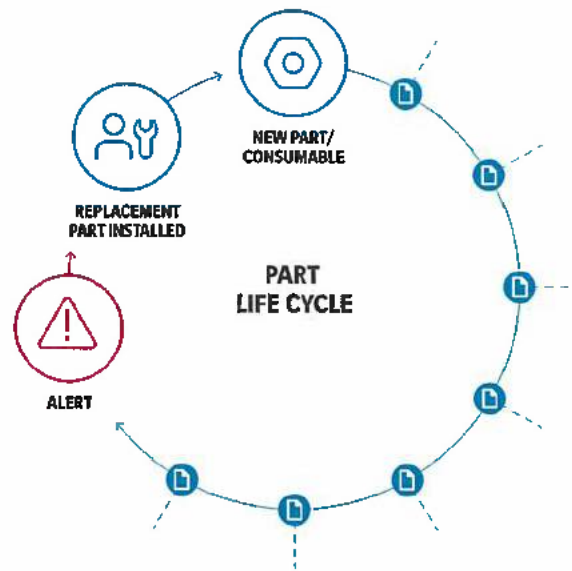
INCREASED UPTIME. ALL THE TIME.

Features this advanced don't come from merely improving technology. To make bizhub i-Series work with everything you do, we set out to rethink everything.

To ensure continuous and uninterrupted use, the i-Series, in conjunction with Konica Minolta's vCare™ solution, provides a trouble-free experience with minimum downtime.

Uploading the latest firmware, in real or scheduled time, lets users know they're always working with up-to-date technology.

Together, they work behind the scenes, intelligently collecting data for self-diagnosis, maintenance and optimum replacement time for parts and consumables.



 -- Data collected for part/consumable replacement predictions



EMBRACE THE WORKPLACE OF THE FUTURE

bizhub is the touchpoint for your business and information processing world.

Both the A3 and A4 models are inspired by the same contemporary design and connected technology of our comprehensive all-in-one IT platform, Workplace Hub. And as both work in intelligently simple ways, there's no need to waste valuable resources on training your staff.

So as your business grows, we will grow with you — seamlessly and securely linking people, places and devices to give new dimension to print, document workflow and security management.

To learn more, please visit workplacehub.konicaminolta.com



bizhub
i-Series C4050i



bizhub
i-Series C360i



bizhub
i-Series C650i



KONICA MINOLTA

INDUSTRY-LEADING ENVIRONMENTAL PERFORMANCE

We have invested substantial resources to keep the environmental impact of the bizhub i-Series as low as possible.

Our new eco settings, low temperature fusing toner and weight-detection sensor, combine to significantly reduce the consumption of energy and paper.

We're also committed to minimizing waste throughout the product's life cycle.

Our improved consumables and parts use fewer materials and have longer life cycles, minimizing downtime. Our industry-leading air-form packaging solution ensures safe transportation, while reducing waste.

Plus, Konica Minolta's quick, simple-to-follow and cost-free Clean Planet recycling program keeps recyclable materials and print consumables out of landfills, making a big difference in preserving our environment.

bizhub i-SERIES IS AVAILABLE NOW


With intelligent usability, next-generation security and seamless connectivity, the bizhub i-Series connects tomorrow's workplace today. Discover more at RethinkFutureofWork.com





Bitdefender®



bizhub  care®

Dispatcher  Suite

 Dispatcher Paragon

 Dispatcher Phoenix

 KONICA MINOLTA MarketPlace

 clean planet



KONICA MINOLTA

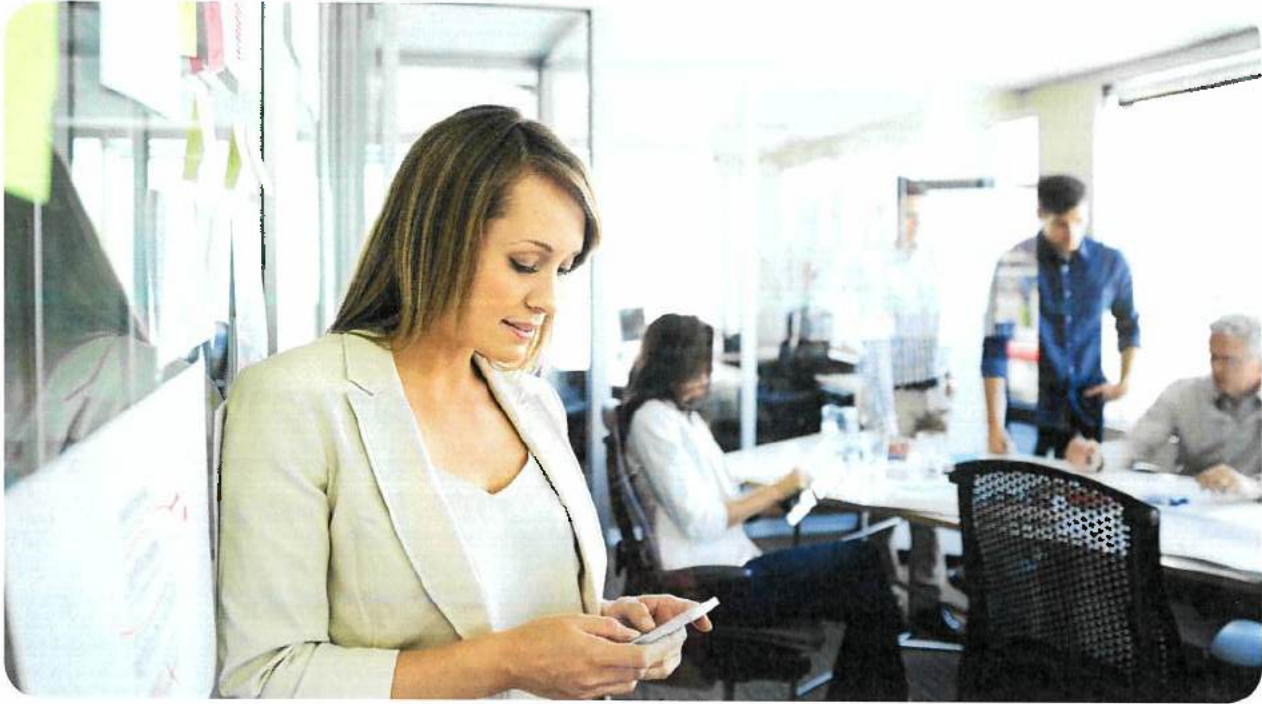
WORKPLACE
OF THE FUTURE™



TAKE SECURITY TO A
HIGHER LEVEL.

AU-205H GEN 2 Multi-Technology Card Reader with mobile access makes user authentication smart. Convenient. And always available.

Protecting information is critical to your business. Yet as more and more business is done online, and more employees use personal devices to do it, security is becoming more complicated. That's why Konica Minolta's AU-205H GEN 2 Multi-Technology Card Reader takes user authentications to a higher level of security and convenience. There's no need to enter username or password, no compromise in print/scan performance and no loss of the security safeguards you count on to protect sensitive data. And it even adds support for HID Mobile Access from your iPhone or Android device.



VERIFY WHO'S ACCESSING AND USING YOUR PRINT NETWORK. **SAFEGUARD YOUR DATA.**

Contactless reader with industry standard compatibility.
Bluetooth® interface for mobile user authentication.

At Konica Minolta, we know you can never compromise on security. But you also want to make it as seamless as possible for your employees. That's why the GEN 2 reader comes with standard IC card support — and HID Mobile Access from your iPhone or Android device using Bluetooth Low Energy (BLE) technology. The mobile access app replaces cards typically used for door access and MFP login. It's easy to use and deploy. The user simply places their phone near the reader to log into the MFP. From there they can access applications such as Dispatcher® Paragon and other industry leading print management applications with single sign-on to advanced scan workflow applications such as Dispatcher Phoenix and other advanced scan workflow applications. The GEN 2 reader features:

DUAL FREQUENCY

Simultaneously supports low (125 kHz) and high-frequency (13.5 MHz) card access credentials.

SUPPORTS MOBILE ACCESS

Bluetooth interface leverages HID Global's Mobile Credentials to access MFPs, computers, network and Cloud data, as well as secure print release.

SUPPORTS SEOS AND ICLASS SE PLATFORM

Provides multilayered security that extends beyond the card technology, offering additional protection to identity data. Easy-to-use, straightforward utilization of existing access control credentials for PC login in both CCID and keyboard wedge operation modes.

KEYBOARD WEDGE EMULATION

Retrieves data from a card and presents the information directly to any application by emulating keyboard strokes.

SECURITY AND CONVENIENCE **ALL IN ONE.**

It's reported that 60% of companies have lost data due to a printer security breach, costing an average of \$400K to address.* But a complex user authorization process can impact user productivity. Today, mobile devices are commonly used to access systems. But typing in complex passwords on a touchscreen can also prove challenging. The GEN 2 card reader bridges the gap between high security and convenience.

HELPS COMPLY WITH REGULATIONS

Maintaining strict compliance with regulations is essential in certain industries. The GEN 2 card reader provides secure access to print, scan, copy and fax devices in government, healthcare (HIPPA), legal and education (FERPA).

ID AND PRINT

How often are jobs printed and then sit at the MFP waiting for the user to pick it up? This feature allows you to hold print jobs at the MFP until the user presents their IC card. This prevents any compromise in security with print jobs containing confidential information sitting in output trays.

SECURE PULL PRINT

Send print jobs to any printer and hold it in a secure queue until you're ready to pick it up. Simply present the IC card, iPhone or Android device at any compatible MFP on the network to release your print job.

INTEGRATION

Monitoring and tracking who's accessing your system, and what they're accessing, is also vital to your business. The GEN 2 card reader integrates with authentication and accounting solutions provided by Konica Minolta so you know who did what by simply accessing information on the card.

SECURE PRINT RELEASE FROM SINGLE-FUNCTION PRINTERS

Select tabletop single-function printers now support card readers with authentication to secure pull print applications such as Dispatcher Paragon, PaperCut and Equitrac.

CONTROLLED ACCESS

The GEN 2 card reader does more than secure access. It makes it easy to reduce unauthorized operation and minimize unnecessary printing. That's key to saving paper and energy, supporting both public and private sustainability goals.

MOBILE ENABLED READER FEATURES

The GEN 2 card reader allows for adjustable read settings, overall power control and reading a range of mobile IDs. It enables flexibility for both close-proximity "tap" and long-range "twist-and-go" distances, with a directional antenna providing long-range reading up to 2 m. Read settings can also be administered using your mobile phone during installation.



FAST. SIMPLE. SECURE TECHNOLOGY.

- One reader supports multiple card technologies
- No custom reader programming required
- Utilizes your existing card technology
- Secure authentication controls MFP print, copy, scan and fax functions
- "ID and Print" functionality by quickly presenting the card
- Secure login to active directory
- Secure pull print for secure release of jobs at any bizhub*
- Software compatibility for authentication and accounting
- Compact design fits easily into your existing workspace
- Plugs directly into the USB connector of your bizhub MFP
- Mounts on the working table of your MFP — no visible wires

* BitDefender, Hacked Off report, October 2019.



AU-205H GEN 2 Multi-Technology Card Reader

SPECIFICATIONS

Dimensions	2.79" x 3.66" x 0.63" (71 mm x 93 mm x 16 mm)
Status indicator	Dual Color LED (white=ready / blue=busy) Buzzer (programmable)
Smart card/protocols low frequency (125 kHz)	HID PROX (FSK) Indala (PSK) EM 41xx (ASK) Hitag 1, 2, S (Hitag)
Smart card/protocols high frequency (13.5 MHz)	T=CL MIFARE iCLASS ISO 14443A/B – up to 848 Kbps (depending on card) iCLASS SE and SEOs (can read data only, no writing) Felica (only UID) NFC Tag (1, 2, 3, 4, 5)
Bluetooth Low Energy (BLE) interface	Supports Android and iPhone devices with HID Mobile Access
Host interface	USB 2.0 full speed device (12 Mbps) USB 3.0 extended operability Tested with hubs/controllers
PC/SC driver	CCID native driver from operating system (Windows / Linux / Mac)
Keyboard driver	Native driver from operating system supporting MF-102 keyboard (Windows / Linux / Mac)

AU-205H Multi-Technology GEN 2 Card Reader is just one way Konica Minolta is reshaping the Workplace of the Future.

As work becomes less about a place you go, and more about what you get done, Konica Minolta brings you the Workplace of the Future, a growing portfolio of unified smart solutions that allow your team to work smarter, more productively and more collaboratively from anywhere, at anytime.

For complete information about the AU-205H Multi-Technology GEN 2 Card Reader and other Konica Minolta products and solutions, please visit: kmb.s.konicaminolta.us



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PARTNERSHIP

Konica Minolta can help give shape to your ideas and partner with you to achieve your corporate objectives. Contact us to realize opportunities in:

INFORMATION MANAGEMENT

Enterprise Content Management (ECM)
Document Management
Automated Workflow Solutions
Business Process Automation
Security and Compliance
Mobility
eDiscovery Services

IT SERVICES

Application Services
Cloud Services
IT Security
Managed IT Services
IT Consulting & Projects
Apple Managed Services
Managed Voice Services
Technology Implementation and Deployment

TECHNOLOGY

Office Multifunction Business Solutions
Commercial and Production Printers
Industrial Printers
Wide Format Printers
3D Printers
Scanners
Security Surveillance Systems
Laptops, Desktops and Computer Hardware
Servers and Networking Equipment
Managed Print Services (MPS)
Managed Enterprise Services



KONICA MINOLTA

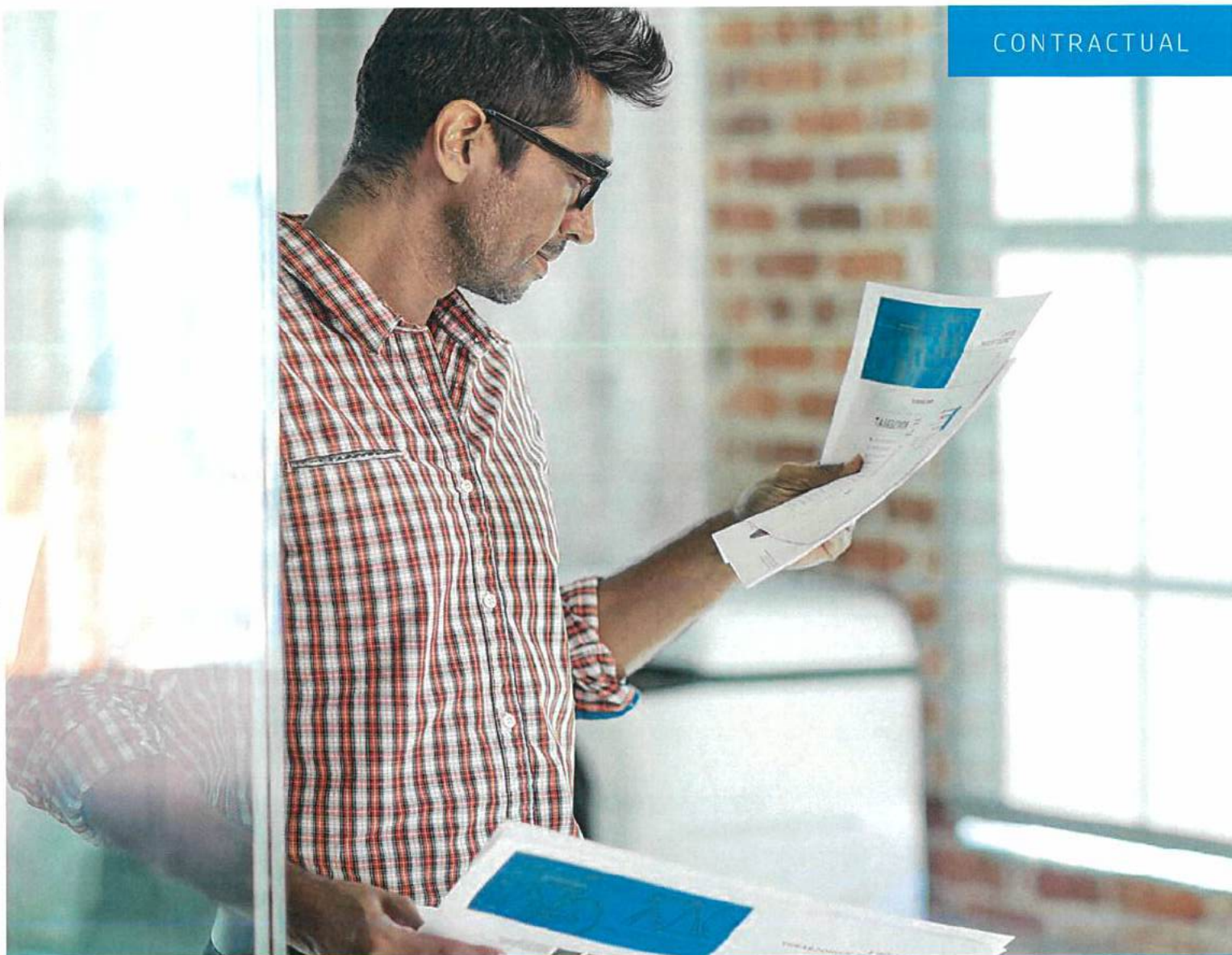
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
100 Williams Drive, Ramsey, New Jersey 07446

CountOnKonicaMinolta.com



Item #: AU205HG2BRD
7/2020-C

CONTRACTUAL



REVOLUTIONARY
TECHNOLOGY MEETS
REMARKABLE
PERFORMANCE



HP LaserJet Managed
MFPs and Printers



Uncompromising VISION

Exceptional RESULTS

HP LaserJet Managed MFPs and Printers were developed specifically to address essential business printing needs—today and tomorrow.



When we set out to create this line of LaserJet printers, we tasked our engineers and product teams with designing and developing printers that combined—without compromise—extraordinary design and user experience; exceptional print quality and reliability, even under the heaviest workloads; security that's unmatched in the industry; and extensibility features that allow them to adapt to and benefit from new technologies and new capabilities.



As the engineers, designers, and programmers progressed, they continuously validated their decisions against the most important metrics: real-world user expectations and business demands.

The result is an extraordinary portfolio that delivers brilliant, professional-quality prints at a remarkable price.





PERFORMANCE

From ideas to output

Performance tells the story. Whether you're printing five pages or fifty, color or black and white, HP LaserJet Managed MFPs and Printers deliver the professional performance you'd expect from an enterprise machine.

- **Virtually eliminate warm-up time**
These devices feature fusers that warm rapidly and cool quickly, so they start printing sooner, complete jobs faster, and help you conserve more energy.¹
- **Spend less time on maintenance**
These devices require significantly fewer replacement parts, and no manual cleaning of printer components is required to maintain print quality.² With HP Smart Device Services, proactive alerts ensure technicians know the right parts and exact procedures before service calls.
- **Get the best print quality automatically, right out of the box**
There's no need to change driver settings or the control panel. HP LaserJets employ built-in proprietary image enhancement technologies that consistently render vibrant and sharp color prints, page after page.
- **Minimize downtime**
HP Smart Device Services remote diagnostics and remediation can help reduce delays in servicing. Original HP LaserJet High-Yield Cartridges can help you print more pages, more affordably.

DESIGN

Purposeful and professional

Design is about more than aesthetics. Done with purpose, it connects form to function—promising performance and conveying confidence. In HP LaserJet Managed MFPs and Printers, simple, intelligent design delivers functionality for today and adaptability for the future.

- Cutting-edge technologies minimize paper jams and faulty inputs.
- Modular feed and finishing accessories offer customizable configuration options.
- User-facing design expedites workflows and print services at the device.
- Efficient scanning, copying, and document digitization at the device save time and resources.
- Touchscreen controls and a pull-out keyboard allow for seamless monitoring, editing, and updating of works in progress.

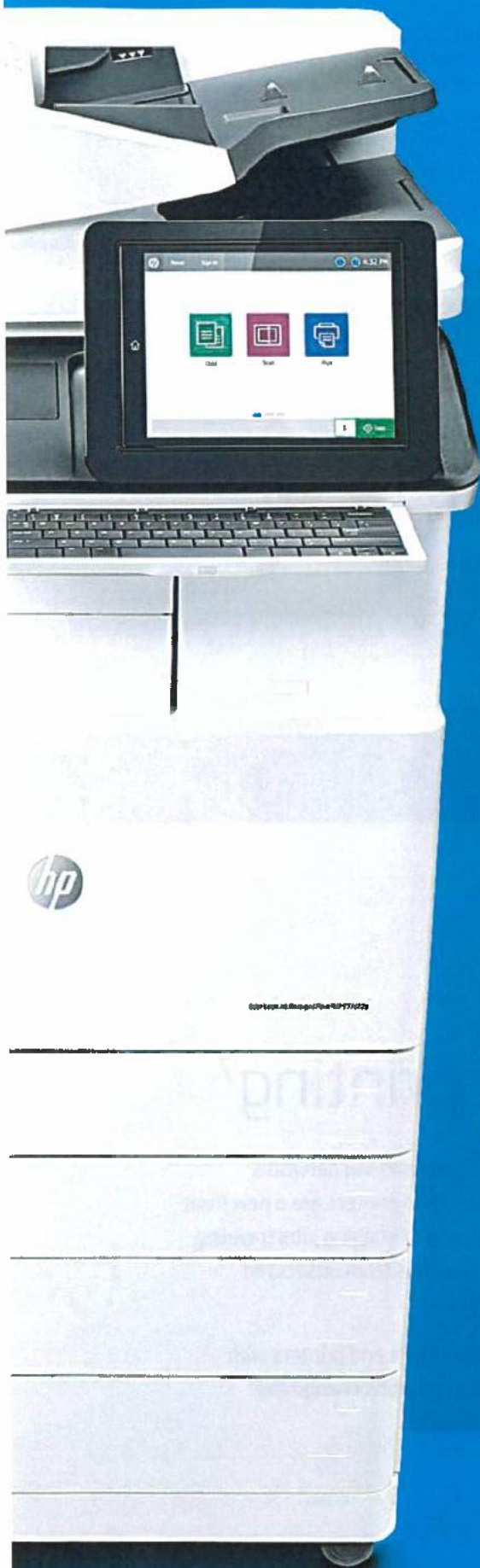


The image shows two HP LaserJet Flow Multifunction Printers (MFPs) against a solid blue background. The printer on the left is a smaller, desktop model, while the one on the right is a larger, floor-standing model. Both are white with black accents. A semi-transparent blue rectangular box is overlaid on the lower-left portion of the image, containing text.

WORKFLOW

Effortless integration

HP LaserJet Flow MFPs offer advanced workflow capabilities at the device that optimize your productivity through quick alignment with current workflows and demands. Flow solutions help you capture the right content, organize, and distribute it quickly, easily, and accurately—helping you save time and effort on complex scanning and printing projects.³



Auto-orientation, auto-page crop, and auto-tone

Advanced document management features simplify production and perfect the contrast, brightness, and background removal of each page.



Built-in optical character recognition (OCR)

The OCR simplifies editable and searchable scans.



Fast two-sided, single-pass scanning

Scan faster and more reliably with speeds up to 200 ipm⁴ and an extended-life ADF that supports higher recommended monthly scan volumes.⁵



Large touchscreen control panel

Advanced imaging and processing options, including send to Microsoft® SharePoint®, built-in OCR, auto-orientation, auto-page-crop, and auto-tone.⁶



Embedded HP EveryPage technology

Scan every page and detect potential errors or missed pages on the spot—even when the weight, size, or condition of pages vary.



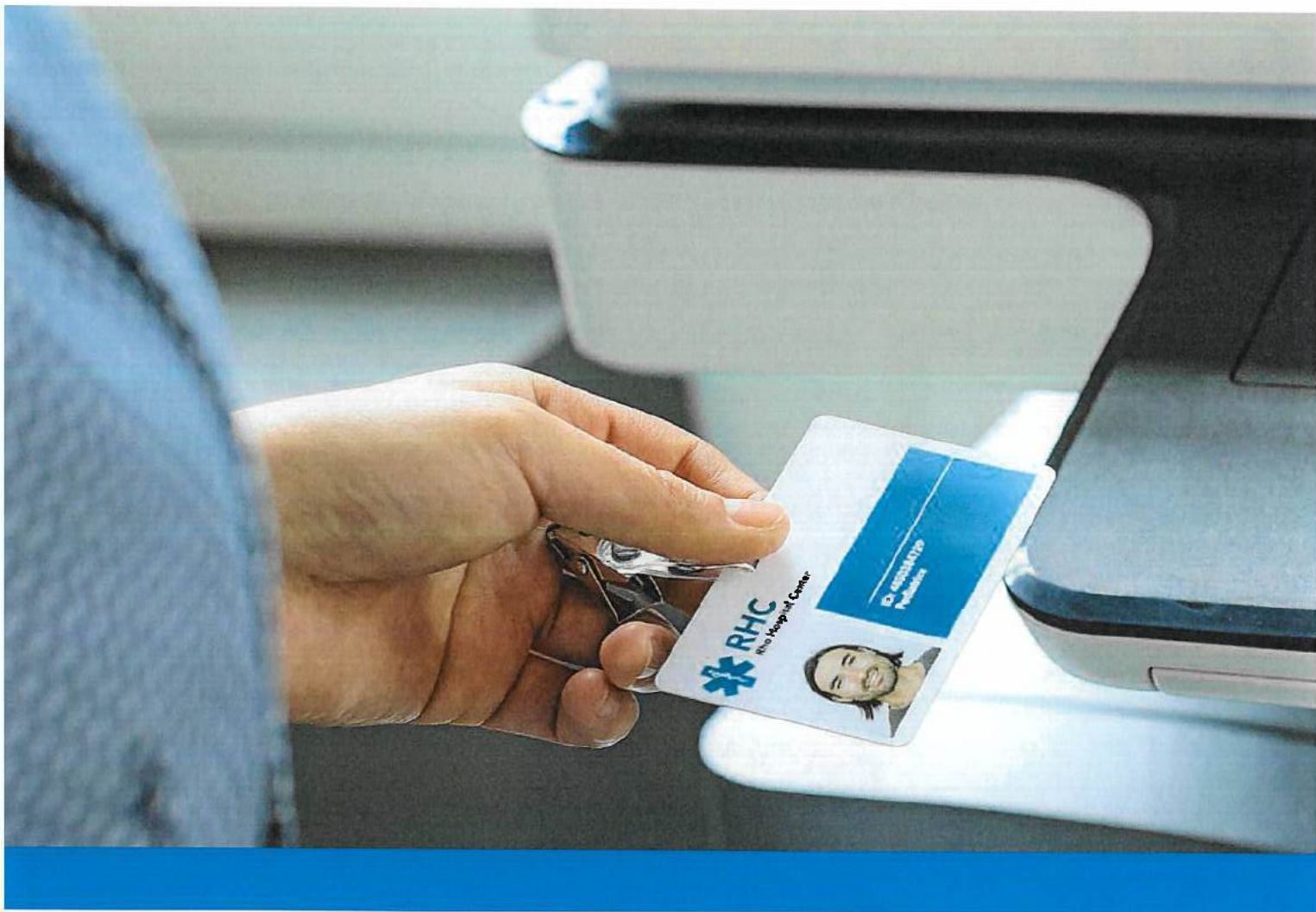
Large pull-out keyboard for simplified data entry

Make scanned documents easier to organize and find by adding information to files and context to your email.



HP Quick Sets

Find the right document workflow every time, and run it correctly at the touch of a button. HP Quick Sets automates all the steps of a complicated workflow, on a full-color touchscreen that's easy to use.

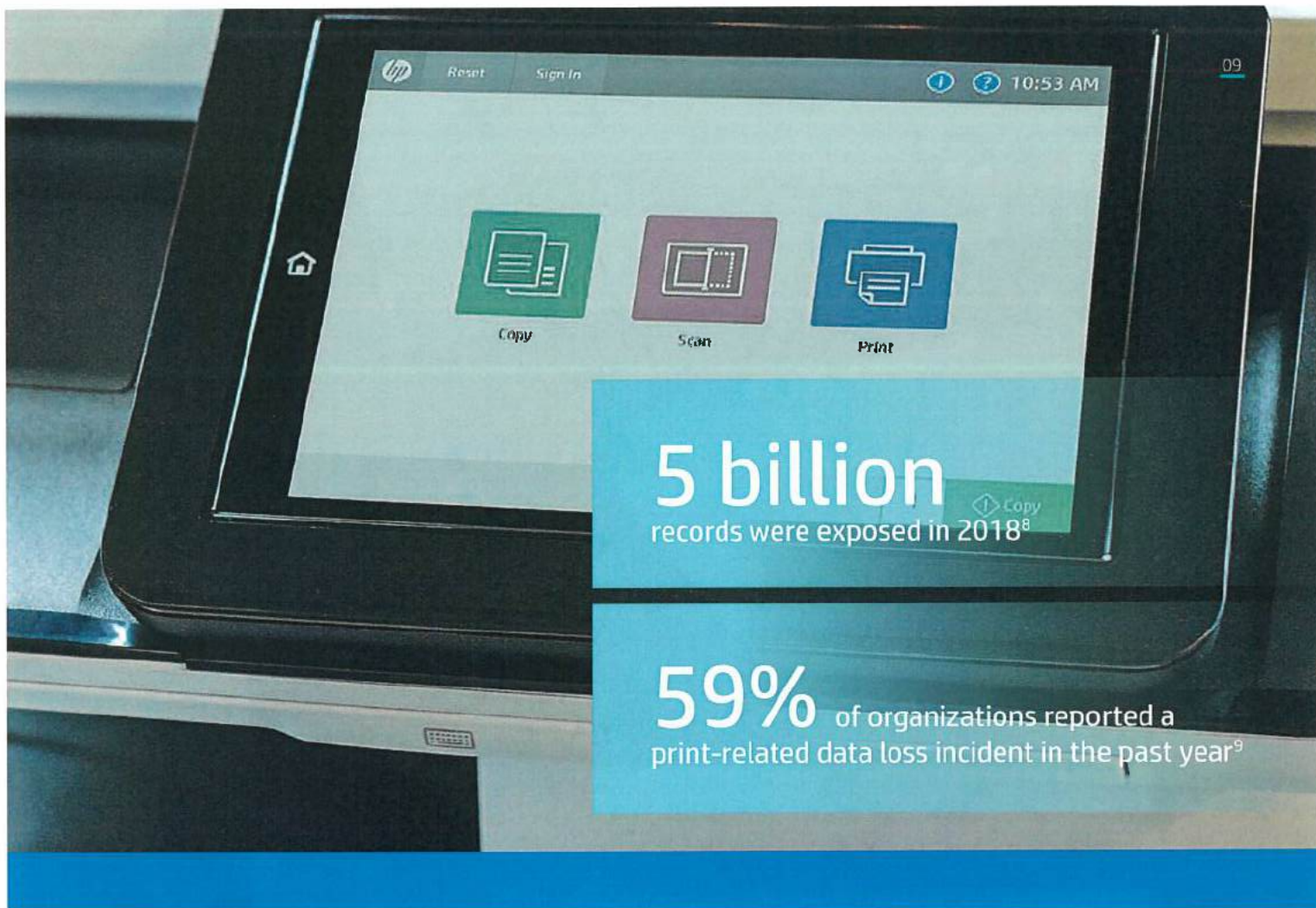


SECURITY

The world's most secure printing⁷

Today, hackers have their eyes on businesses. The most destructive exploits are attacking networks through endpoint devices—and not just PCs, tablets, and smartphones. Networked printers are a new front line, vulnerable to attacks and security breaches. Hackers can intercept printing and imaging jobs traveling over the network from devices to printers, manipulate printer settings and functions from unsecured control panels, and access privileged data via unsecured USB or network ports.

The good news? HP saw it coming. We developed LaserJet Enterprise Managed MFPs and printers with embedded security features covering device, data, and document risks. These solutions change the equation—transforming networked printers from vulnerabilities to strongpoints.



SECURE THE DEVICE

- HP SureStart monitors and maintains the BIOS
- Whitelisting helps protect the firmware
- Run-time intrusion detection keeps memory safe
- HP Connection Inspector stops suspicious network connections



SECURE THE DATA

- Authentication helps block unauthorized access
- Encryption helps keep data safe



SECURE THE DOCUMENT

- Workplace privacy and compliance through secure document workflows
- Anti-counterfeit tools deter tampering and fraud

Easily manage security across the fleet

HP JetAdvantage Security Manager streamlines fleet management with policy-based print security compliance.¹⁰ HP LaserJet Managed MFPs and Printers can send printer event data to Security Information and Event Management (SIEM) tools for real-time threat monitoring.

For more information on HP printing security features, visit hp.com/go/printersthatprotect.



EXTENSIBILITY

Forward-thinking adaptability

Technology, capabilities, and user expectations never stop evolving, and HP FutureSmart Firmware and the HP Open Extensibility Platform (OXP) let your printers evolve as well.

FutureSmart firmware

- Extends the life of the printer
- Offers consistency across your entire fleet via an intuitive interface
- Simplifies fleet-wide updates
- Allows your existing HP devices to be equipped with next-generation features¹¹

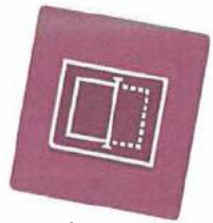
HP OXP

- Creates a unified environment for third-party software companies and enabled imaging and printing devices
- Integrates the third-party solutions you rely on today with your printer fleet tomorrow



Sign In

i ? 4:32 PM



Scan

Print

1

Copy

backspace

enter

shift



SOLUTIONS

Focus on results

Help reduce costs, increase work efficiency, and accelerate business results with HP printing solutions. Help streamline information workflows by optimizing your IT infrastructures, managing your imaging and printing environments, and improving document intensive processes.

Management and security

Easily manage and optimize multi-vendor print environments and improve print application management.

HP Web Jetadmin allows you to remotely install, configure, troubleshoot, safeguard, and manage a wide variety of networked and PC-connected devices.¹²

HP JetAdvantage Security Manager offers an effective, policy-based approach to help secure HP printing and imaging devices.¹⁰ Easily set security configuration policies and automatically validate settings for every HP printer and MFP in your fleet—saving you valuable IT time and resources.

HP JetAdvantage Secure Print¹³ and **HP Access Control (HPAC)** help secure documents by requiring authentication to release print jobs. In addition, extend capabilities and easily customize with HPAC—integrate job accounting, manage rights, and establish quotas for things such as color use.¹⁴ Save IT time and make printing easy for the entire enterprise by using a single driver for all HP devices.¹⁵



Mobility

Simple and secure mobile authentication and print. HP offers customers right-sized solutions for their business.

HP Roam for Business gives mobile workers a simpler way to print.¹⁶ Users simply print to any HP Roam-enabled device—no need for a specific device driver, no need to be on the same network. Helps avoid IT complexity and costly servers that take up office space or require ongoing attention or maintenance.

HP PrinterOn Enterprise helps connect virtually any desktop or mobile device to printers from multiple vendors both on and off the trusted network. The solution can be deployed on-premise or in a private cloud, to meet the needs of your business. This secure enterprise cloud printing solution helps you print simply anywhere.

Workflow

Align paper-based processes to your overall digital strategy.

HP Workpath apps are transforming the capabilities of HP MFPs. Now you can have apps created or customized for your unique business needs. Workpath apps offer a variety of capabilities for streamlined digitization workflows and securing confidential information—while creating an intuitive user experience. Access personalized content and workflows with a single sign-on.

HP Capture and Route controls and tracks scanned content once it has been digitized and distributes it to its printing location.

HP Digital Sending Software allows users to route documents to email recipients, network folders, fax, FTP, a USB device, or Microsoft® SharePoint®.¹⁷

HP JetAdvantage Partner solutions offer simple capture programs to sophisticated workflow automation. Current partners providing workflow solutions are Ephesoft Transact, Genius Bytes GeniusMFP, Kofax AutoStore, and YSoft SafeQ.



Meet the HP LaserJet Managed MFPs and Printers

The smart, secure way to grow your business

Our portfolio is versatile, to say the least. Grow your business with our extensive portfolio of MFPs and printers that offers more device choices from A3 to A4, innovative technologies, industry-leading security features,⁷ and an overall improved user experience.

For more information on the latest HP LaserJet Managed MFPs and Printers, visit [here](#).*

Our latest LaserJet Managed MFPs and Printers redefine excellence with game-changing LaserJet printing innovations:

Low operating cost per page (OCP) with long life consumables and field-replaceable parts

Flow options on most models

More robust page volume and engine life (up to 100,000 pages RMPV¹⁸)

Larger and faster; up to 250 sheet ADF

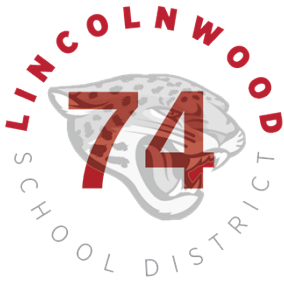
HP FutureSmart printer firmware¹¹

Flexible, modular paper handling and finishing for maximum productivity

Device-based sensing capabilities that monitor and diagnose many service needs

Smaller footprint than previous generation





Executive Summary Finance Committee Meeting

DATE: September 22, 2022

TOPIC: Renewal of Zoom Video Communications Inc. Subscription for the 2022-2023 School Year

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Zoom is the digital platform that Lincolnwood School District 74 has used for staff members to host video conferences between students, families, colleagues, and administrators. Zoom's features for video conferencing have become widely used and include tools for building engagement, enhancing communication, and sharing links and information as well as recording conferences or presentations when needed.

Though schools are moving beyond a time where this type of tool is a necessity for the district to operate, we have found a certain amount of value in its inclusion. During an Administrative discussion, it was agreed that we might need to utilize this service for events such as Parent/Teacher conferences. Our team is currently testing using the Zoom "basic" accounts. If this works as anticipated, this product and contract would be reduced in capacity and only be accessible to a much smaller portion of the staff that would benefit from virtual meetings with parents and outside groups. By moving this through the Finance Committee it places the District in a much better position to immediately renew the Zoom subscription if needed.

District Legal Counsel has reviewed the terms and conditions and Master Service Agreement and found there were a few items that we would like to have modified. After working on this for a number of weeks, both parties agreed on the modified Master Services Agreement. As Zoom does not primarily provide services to K-12 school districts, SOPPA does not apply in this case.

Fiscal Impact:

\$7,500 The quote is identical to the previous school year in which Lincolnwood School District 74 paid Zoom Video Communications Inc. \$7,500 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 Quote for Zoom Video Communications Inc. in the amount of \$7,500 for the 2022-2023 school year.

**ZOOM VIDEO COMMUNICATIONS
MASTER SUBSCRIPTION AGREEMENT**

This Master Subscription Agreement (this "**Agreement**") is effective _____ ("**Effective Date**") between the Board of Education of Lincolnwood School District No. 74 ("**Customer**"), and Zoom Video Communications, Inc. and its Affiliates ("**Zoom**") for Customer's use of the Services (defined below) to which Customer has subscribed as specified in one or more Zoom order form(s) ("**Order Form**"). Additional terms may also be set forth in the Order Forms or on Exhibits to this Agreement. In the event of a conflict between the Agreement and an Order Form, the conflicting term(s) in the Order Form will not be considered an amendment to the Agreement but the conflicting term(s) in the Order Form will only apply to that individual order.

1. **Definitions.** The following definitions will apply in this Agreement and the Order Forms, and any reference to the singular includes a reference to the plural and vice versa. Service specific definitions are found on Exhibit A.

"**Affiliate**" means, with respect to a party, any entity that directly or indirectly controls, is controlled by or is under common control with that party. For purposes of this Agreement, "control" means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.

"**Agreement**" means this Master Subscription Agreement, together with all Exhibits and all Order Forms entered into pursuant to this Master Subscription Agreement, each of which is incorporated herein by reference.

"**Charges**" is defined in Section 5.

"**Claim**" is defined in Section 15.1.

"**Confidential Information**" is defined in Section 8.

"**Customer Content**" is defined in Section 4.2.

"**Customer Data**" is defined in Section 4.1.

"**Downtime**" means the Services were not available to the Internet due to causes within the reasonable control of Zoom other than scheduled maintenance performed between the hours of 11 pm and 3 am PT. Downtime does NOT include any inability of Customer to access the Services caused by third parties outside of the control of Zoom (such as internet service providers, network service providers or telecommunications service providers) or caused by Customer hardware, software, systems or networks.

"**End User**" means a Host or Participant (as defined in Exhibit A) who uses the Services.

"**Initial Subscription Term**" means the initial subscription term for a Service as specified in an Order Form.

"**Laws**" means all U.S. or non-U.S. national, regional, state, provincial or local laws, statutes, rules, regulations, ordinances, administrative rulings, judgments, decrees, orders, directives, policies, or treaties applicable to Zoom's provision and Customer's use of the Services.

"**Order Form**" is defined in the Preamble.

"**Service Effective Date**" means the date that an Initial Subscription Term begins as specified in an Order Form.

"**Renewal Term**" means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order Form.

"**School Subscriber**" is defined in Exhibit A.

"**Services**" means the Zoom Meeting Services and/or Zoom Phone Services described in Exhibit A to which Customer has subscribed as specified in one or more Zoom Order Form(s).

"**Taxes and Fees**" and "**Taxes or Fees**" means all applicable sales, use, environmental or regulatory taxes, VAT, fees, duties (including customs duties), charges, surcharges or assessments levied on the provision of Services to Customer (exclusive of any income tax imposed on Zoom).

"VAT" means any value added tax, including any value added tax, and any other tax of a similar nature, whether imposed in a Member State of the European Union in substitution for, or levied in addition to, such tax, or imposed elsewhere, any Goods and Services Tax, PIS/COFINS, any similar indirect Tax or any Tax analogous thereto imposed in connection with, or otherwise relating to, the Services rendered by Zoom to Customer.

"Withholding Taxes" means any non-U.S. income tax, digital service tax, equalization levy or other similar tax on gross revenues or net income imposed by any non-U.S. government.

2. Access, Use, Customer Responsibility.

- 2.1. **Right to Use.** Zoom hereby grants to Customer a non-exclusive, non-transferable right for Customer to use the Services, subject to the terms and conditions of this Agreement for the Initial Subscription Term and any Renewal Term as specified in the Order Form. Zoom reserves the right to enhance or modify features of the Services but will not materially reduce the core functionality or discontinue any Services without providing prior written notice to Customer. Customer will receive standard updates to the Zoom Services that are made generally available by Zoom during the term specified in the Order Form. However, Zoom reserves the right to offer additional functionality or premium feature improvements for an additional cost. All rights not expressly granted herein are reserved by Zoom and its licensors.
- 2.2. **Beta Versions.** Zoom or its Affiliates may, from time to time, offer access to services that are classified as Beta version (i.e., a version that is not generally available). Access to and use of Beta versions may be subject to additional agreements. Zoom makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS IS, may contain bugs, errors or other defects, and Customer's use of a Beta version is at the sole risk of the Customer.
- 2.3. **Customer Use and Responsibility.** Customer may only use the Services pursuant to the terms of this Agreement and all use must conform to Zoom's Privacy Statement, Community Standards, and to the use limits imposed by the purchased plan level. Customer is solely responsible for its and its End Users use of the Services and shall abide by, and ensure compliance with, all Laws in connection with its and each End User's use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control/economic sanctions.
- 2.4. **Prohibited Use; Notification of Unauthorized Use.** Customer shall not use, and shall not permit any End User to use, the Services to: (a) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (b) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Zoom's networks, Customer accounts, or the Services; (c) engage in activity that is illegal, fraudulent, false, or misleading, (d) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (e) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (f) use the Services in violation of Zoom's Community Standards or any other policy referenced herein, or any applicable Law. Customer shall notify Zoom immediately if it becomes aware of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Services. If Customer becomes aware of any violation of this Agreement in connection with use of the Services by any person, Customer may contact Zoom at violation@zoom.us. Zoom will investigate any complaints of violations that come to its attention and may take any action that it believes is appropriate, in its sole discretion, including, but not limited to, issuing warnings, removing content, suspending services, or terminating accounts and/or End User profiles.

3. **Intended Use; Restrictions on Use by Children; No Commercial Transfer.** The Services are intended for business use. Customer may choose to use the Services for other purposes, subject to the terms and conditions of this Agreement. Zoom is not intended for use by individuals under the age of 16, unless it is through a School Subscriber using Zoom for Education (K-12). Individuals under the age of 16 may not create accounts or use the Services except as described herein. Customer may not sublicense, sell, resell, transfer, assign, distribute, use on a timeshare or service bureau basis, or charge fees to other parties for use of the Services.

4. Customer Data and Content; Responsibility for Use.

- 4.1. **Customer Data.** Customer Data is information provided to Zoom so that Zoom can fulfill the terms of the Agreement and provide access to the Services (e.g., Company name, billing address, taxpayer ID number, VAT registration number, contact name and information). Customer is solely responsible for the accuracy of Customer Data, and Zoom has no liability whatsoever for errors and omissions in Customer Data.
- 4.2. **Customer Content.** Customer Content is any data or content originated by Customer, or an End User, and stored or transmitted using the Services. Customer Content includes files, documents, recordings, chat logs, meeting subject and attendees, transcripts, and any other information Customer or End Users may upload into the Services in connection with the use of the Services. Zoom collects and processes Customer Content only at the direction of Customer and for no

other purposes than the provision of Services hereunder. As between Customer and Zoom, Customer shall retain ownership of all Customer Content. For the avoidance of doubt, in no event shall Zoom be a Data Controller, as defined in the GDPR, or the substantial equivalent of a Data Controller under any Law. For purposes of Section 8 below, Customer Content is not “disclosed” to Zoom.

- 4.3. Customer Responsibility for Customer Content.** As between Zoom and Customer, Customer is solely responsible for the use of the Customer Content and compliance with all Laws pertaining to the Customer Content, including, but not limited to, Laws requiring Customer to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. Customer grants to Zoom a limited right to modify, reproduce and distribute the Customer Content, solely in connection with providing the Services. Customer represents and warrants that it has the right to upload the Customer Content to Zoom and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Zoom be liable in any way for any (a) Customer Content that is transmitted or viewed while using the Services, (b) errors or omissions in Customer Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Customer Content.
- 4.4. Zoom Obligations for Customer Content.** Zoom will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Customer Content, in accordance with industry standards. Zoom will notify Customer if it becomes aware of unauthorized access to Customer Content, without undue delay, but no later than thirty (30) calendar days from becoming aware of such unauthorized access. Zoom will not access, view or process Customer Content except (a) as provided for in this Agreement and in Zoom’s Privacy Statement; (b) as authorized or instructed by Customer, (c) as required to perform its obligations under this Agreement; or (d) as required by Law. Zoom has no other obligations with respect to Customer Content.
- 4.5. Data Processing Agreements and Similar Agreements.** Upon request, Zoom will prepare and execute a data processing agreement or addendum to this Agreement further delineating the Parties’ responsibilities with respect to information that reasonably identifies a specific individual.
- 5. Prices and Fulfillment.** For each Service subscription that Zoom provisions to Customer, Zoom will bill Customer certain non-recurring and recurring charges at prices set forth in the applicable Order Form. The prices specified in the Order Form include all Zoom charges for the right to use the Services and are exclusive of all Taxes and Fees. Prices include standard support (see [Zoom Help Center](#)) and generally available updates to the Services. Separate charges for overage amounts and per-use charges may also apply, which charges will be described in the Order Form, and Customer agrees to pay these charges if Customer incurs them. Prices for professional services, if any, will be set forth in a professional services Order Form. All such Zoom charges are referred to as “**Charges**”.
- 5.1. Price Changes.** Zoom may change prices for the Services from time to time, in its sole discretion. Any price changes will be effective upon the commencement of Customer’s next Renewal Term; provided, that Zoom shall provide Customer with reasonable notice of any such fee increase prior to the expiration of the Term or any Renewal Term.
- 5.2. Discounts and Promotional Pricing.** Prices specified in the Order Form may include discounts or promotional pricing. These discounts or promotional pricing amounts may be temporary and may expire upon the commencement of a Renewal Term, without additional notice. Zoom reserves the right to discontinue or modify any promotion, sale or special offer at its sole and reasonable discretion.
- 6. Invoices and Payments.** Unless specified otherwise in an Order Form, Customer shall pay all invoices within thirty (30) days receipt of such invoice. Invoices may be issued electronically via email to the email address specified by the Customer. Except as explicitly provided in this Agreement, all payment obligations are non-cancelable and all amounts paid are non-refundable. Zoom shall invoice Customer for all non-recurring Charges, overage and per-use Charges, and associated Taxes and Fees, on the invoice following the provision of Service giving rise to such Charges, and shall invoice Customer for all recurring Charges and associated Taxes and Fees on the invoice preceding the period in which Services will be provided.
- 6.1. Purchase Order Numbers.** If a Purchase Order Number is required for processing an invoice, Customer will provide such Purchase Order Number with the applicable Order Form. If issuance of a Purchase Order is delayed, Customer will provide a Purchase Order Number within 5 days of the Service Effective Date via email to billings@zoom.us. Notwithstanding the foregoing, the thirty (30) day period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any other Customer required procurement process.
- 6.2. VAT Invoices.** If required by Law, Zoom will issue a VAT invoice or a document that the relevant taxing authority will treat as a VAT invoice, to Customer. This invoice may be issued electronically.

- 6.3. Withholding.** To the extent that any amounts payable by Customer are subject to Withholding Taxes, the amount payable shall be grossed up by Customer when customer remits payment such that the amount paid net of Withholding Taxes equals the amount invoiced by Zoom.
- 6.4. Payment of Taxes and Fees.** Customer will pay to Zoom any applicable Taxes and Fees. Customer is solely responsible for paying any and all Taxes and Fees owing as a result of Zoom's provision of the Services to its Customers. If Customer is required to pay any Taxes and Fees, Customer shall pay such Taxes and Fees with no reduction or offset in the amounts payable to Zoom hereunder and Customer will pay and bear such additional amount as shall be necessary such that Zoom receives the full amount of the payment required as if no such reduction or offset were required. Customer acknowledges and agrees that Zoom will charge applicable Taxes and Fees on the invoice.
- 6.5. Tax Exemptions.** In the event Customer is exempt from any Tax or Fee, Customer will provide Zoom with all appropriate tax exemption certificates, and/or other documentation satisfactory to the applicable taxing authorities to substantiate such exemption status. Zoom reserves the right to review and validate Tax Exemption documentation, in the event that the Tax Exemption documentation is not valid, Zoom reserves the right to charge applicable taxes to Customer.
- 6.6. VAT Due by Customer.** In the event Taxes and Fees are due towards the taxing authorities by the Customer instead of Zoom through the reverse charge or other similar mechanism, Customer will provide Zoom with all appropriate evidence for Zoom to demonstrate the business nature of the Customer, such as a valid VAT registration number (or similar information required under the relevant VAT laws). Zoom reserves the right to review and validate the Customer's VAT registration number. In the event that the VAT registration number is not valid, Zoom reserves the right to nevertheless charge applicable VAT to Customer. For the avoidance of doubt, if VAT is due by the Customer to a taxing authority, through the reverse charge or other similar mechanism, the Customer is solely responsible for paying those amounts to the relevant taxing authority, such that Zoom receives the full amount of payment required.
- 6.7. Billing and Contract Information; Billing Disputes.** Customer represents and warrants that the Customer Data provided to Zoom is complete and accurate. If Customer believes an invoice is incorrect, Customer must contact Zoom in writing within thirty (30) days of the date of the invoice, and identify the amount in question, to be eligible to receive an adjustment or credit, which adjustment or credit, if any, shall be determined by Zoom in Zoom's reasonable discretion after reviews all relevant information.
- 6.8. Tax Determination.** Tax determination is principally based on the location where the Customer has established its business based on the Customer Data. This will be defined by Zoom as the Customer's 'Sold To' address. Zoom reserves the right to cross reference this location against other available evidence to validate whether Customer's location is accurate. In the event that Customer's location is inaccurate, Zoom reserves the right to charge Customer any outstanding Taxes and Fees.
- 6.9. Use and Enjoyment.** If Customer purchases Zoom Services, and those Services are used and enjoyed by a subsidiary of Customer in a country that is different to Customer's location as determined by Section 6.8 of this Agreement, Customer confirms that where required Customer will treat this as a supply to its subsidiary. In the event Customer purchases services and those services are used and enjoyed by a branch or individual in a country that is different to the Customer's location as determined by Section 6.8 of this Agreement, Customer acknowledges they will inform Zoom of the Services that have been allocated and Customer acknowledges that Zoom reserves the right to charge Taxes and Fees based on the use and enjoyment of those services.
- 7. Zoom Proprietary Rights.** Zoom or its licensors own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark, trade name and all other intellectual property rights, in and to the Services. Zoom shall retain ownership of any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Services. The Services are protected by copyright laws and international copyright treaties, as well as other U.S. federal, state and international intellectual property laws and treaties. Customer acknowledges that the rights granted under this Agreement do not provide Customer with title to or ownership of the Services, but only a right to use under the terms and conditions of this Agreement.
- 8. Confidentiality.** Each party agrees to regard and preserve as confidential all non-public information provided by the other party relating to the business, systems, operations, strategic plans, clients, pricing (including, but not limited to, the pricing terms herein), methods, processes, financial data, programs, and/or products of the other party in any form, that are designated as "confidential," or a reasonable person knows or reasonably should understand to be confidential (herein "**Confidential Information**"). For purposes of this Agreement, Customer's Confidential Information shall include Customer Data, and any information disclosed to Zoom by the Customer relating to the business, systems, operations, strategic plans, clients, pricing, methods, processes, financial data, programs, and/or products of the Customer. Each party agrees to limit its disclosure of the other party's Confidential Information to as few persons as possible and only to those persons with a need to know that are its

or its Affiliates' personnel and subject to an obligation to keep such information confidential. Except as needed to fulfill their respective obligations under this Agreement, neither party shall, without first obtaining the other party's prior written consent, disclose to any person, firm or enterprise, except as expressly permitted herein, or use for its own benefit, or the benefit of a third party, the Confidential Information of the other party.

- 8.1. Exclusions.** "**Confidential Information**" shall not include Customer Content or information that (a) is already rightfully known to a party at the time it is obtained from the other party, free from any obligation to keep such information confidential; (b) is or becomes publicly known or available through no wrongful act of a party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is developed by a party without the use of any proprietary, non-public information provided by the other party under this Agreement.
 - 8.2. Exception.** Either party may disclose Confidential Information where required by law (including Illinois public records law), regulation, or court order, provided that the party subject to such law, regulation or court order shall, where permitted, notify the other party of any such use or requirement prior to disclosure in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure of the information to third parties.
 - 8.3. Confidentiality Period and Obligations.** The confidentiality obligations set forth in this section of the Agreement shall remain in effect for a period of five (5) years from the disclosure of the information. Both parties agree (a) to take reasonable steps to protect the other party's Confidential Information, and these steps must be at least as protective as those the receiving party takes to protect its own Confidential Information, and no less than a reasonable standard of care; (b) to notify the disclosing party promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and (c) in the event of any unauthorized disclosure by a receiving party, to cooperate with the disclosing party to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.
 - 8.4.** Customer represents that it is an instrumentality of the State of Illinois, and as a result, Zoom acknowledges that Customer is subject to the Illinois Freedom of Information Act and the Open Meetings Act; however, if Customer receives a public record request for Confidential Information of Zoom, and Customer, in good faith, believes that any disclosure is required and authorized by law, then Customer will provide Zoom with prompt notice and, prior to disclosure, afford Zoom time to review the request and make every reasonable effort to redact all or parts of certain disclosures of information, in harmony with exemptions under law. If Zoom's proposed alternative solution is determined not to be adequate, then, prior to any disclosure of the Confidential Information, Customer will provide Zoom with at least ten (10) business days prior written notice of such intended disclosure in order to afford Zoom the opportunity to seek a protective order or assert any other applicable legal rights.
- 9. Term and Termination; Suspension.** Each Order Form will specify a Service Effective Date, an Initial Subscription Term, and a Renewal Term for the Services subscribed to in that Order Form.
- 9.1. Term and Renewal; Early Termination.** There will be no automatic renewal of any Order Form generated under this Agreement. A Renewal Term will commence only upon execution by the parties of a renewal Order Form. Customer acknowledges that upon the expiration of the Initial Subscription Term or Renewal Term, as the case may be, access to the Services shall automatically cease without any additional notice.
 - 9.2. Termination by Either Party.** A party may terminate this Agreement by: (a) providing written notice of termination without cause to the other party, provided that all subscription terms for all outstanding Order Forms have expired or been terminated, or (b) providing written notice of termination for cause if the other party has materially breached the Agreement and has not cured such breach within thirty (30) days of written notice of such breach.
 - 9.3. Termination or Suspension by Zoom.** In the event Zoom reasonably believes that Customer or any End User is in material breach of Sections 2 or 8, Zoom may immediately suspend or disconnect access to Customer's or such End User's use of the relevant Services, prior to termination for cause as provided above and until such breach is cured. Zoom may also suspend Customer's and/or an End User's use of or access to any Service if it reasonably believes that such suspension is necessary to prevent imminent harm to Zoom, Zoom's network, any End User, or any third party communicating with an End User. Zoom may immediately terminate access if it reasonably believes Customer is in breach of Section 2.4. Any such suspension, disconnection, or termination shall be without liability to Zoom, and Customer will remain responsible for all recurring Charges incurred during the period of suspension or disconnection.
 - 9.4. Termination by Zoom Due to Change in Law.** In the event of any change in Law that has the effect of materially increasing Zoom's costs to provide Service hereunder or effectively cancels, changes or supersedes any material term or provision of this Agreement (collectively "**Change in Law**") either party may, on thirty (30) days' prior written notice to the other require that they enter into good faith negotiations to revise the Agreement to appropriately address the Change in Law. If the Parties are unable to agree on such revisions within thirty (30) days from the date of notice, Zoom may terminate this Agreement with immediate effect.

10. Responsibilities upon Termination.

10.1. Cessation of Use. Upon any termination of this Agreement, Customer shall immediately cease any further use of the Services.

10.2. Return of Customer Content. For thirty (30) days following expiration or termination of the Agreement, Zoom will provide Customer access to retrieve Customer Content, after which time Customer Content will be deleted according to regularly scheduled deletion protocols.

11. Service Level Agreement. Zoom shall make commercially reasonable efforts to ensure that Downtime does not exceed 0.1% in a month. In the event of any Downtime of the Services in excess of 0.1% in a month, Zoom shall provide Customer a credit in an amount equal to the Downtime percentage times Customer's monthly subscription amount for the Service. Customer shall provide Zoom with prompt written notice of any Downtime. If Zoom fails to correct any Downtime situation within fifteen (15) business days after receipt of such notice, Customer may terminate this Agreement.

12. Zoom Marketplace. The Zoom Marketplace is a site where Zoom and third party developers may make available applications that are interoperable with the Services and is further defined in Exhibit A.

13. Managed Domains. The Managed Domains functionality is made available to certain Customers and is subject to the terms as further defined in Exhibit A.

14. Warranties.

14.1. Limited Warranty. Zoom warrants to Customer that the Services will, in all material respects, conform to the functionality described in the Zoom Documentation. Zoom's sole and exclusive obligation, and Customer's sole and exclusive remedy for a breach of this warranty shall be that Zoom shall use commercially reasonable efforts to modify the Services to conform in all material respects to the Zoom documentation, and if Zoom is unable to materially restore such functionality within thirty (30) days from receipt of written notice of said breach, Customer shall be entitled to terminate the Agreement upon written notice and shall be entitled to receive a pro-rata refund of the unused Charges that have been paid in advance (if any) under this Agreement. This warranty shall be in effect for the first thirty (30) days ("Warranty Period") from the date the applicable Services are first provided to the Customer. In the event of any material non-conformance reported after the Warranty Period, Zoom's sole and exclusive obligation and Customer's sole and exclusive remedy shall be to secure assistance through Zoom's technical support services.

14.2. Warranty Disclaimer. EXCEPT AS EXPLICITLY PROVIDED IN SECTION 14.1, ZOOM AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SERVICES AND/OR ZOOM SERVICES. ZOOM EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SERVICES. TO THE EXTENT ZOOM CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

15. Indemnification.

15.1. Indemnification by Zoom. Provided that Customer complies with the terms of Section 15.3 below, Zoom agrees to indemnify, defend and hold harmless Customer from any third party suits, claims or demands and associated liabilities, costs, damages and expenses (including, but not limited to, attorneys' fees, expert fees and court costs) (collectively, "Claims") that Customer may sustain or incur arising from infringement by the Services of any copyright, trademark or trade secret of a third party, or any U.S. patent. This indemnity will not apply to any Claim that the infringement arose from the combination of the Services with software, hardware, content, data or other items not supplied by Zoom. In the event that the licensed Services are, or in Zoom's sole opinion are likely to be, enjoined due to the type of infringement described in this Section 15, Zoom, at its option and expense, may (a) replace the applicable Services with functionally equivalent non-infringing technology or (b) obtain a license for Customer's continued use of the applicable Services, or, if the foregoing alternatives are not reasonably available to Zoom (c) terminate this Agreement and refund any sums prepaid for Services not provided as a result of such termination.

15.2. Indemnification by Customer. Provided that Zoom complies with the terms of Section 15.3 below, Customer agrees to indemnify, defend and hold harmless Zoom and its Affiliates and their respective officers, directors, members, employees, consultants, agents, suppliers and resellers from any Claims arising from (a) Customer's or Customer's End

Users' use of the Services in violation of this Agreement; (b) any infringement or violation by Customer or any End User of any intellectual property or other right of any person; and (c) Customer's or any End User's violation of any Law.

15.3. Indemnification Procedures. In claiming any indemnification under this Section 15, the indemnified party shall promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify. The indemnified party may, at its own expense, assist in the defense if it so chooses, but the indemnifying party shall control the defense and all negotiations relative to the settlement of any such claim. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld or delayed.

16. Limitation on Liability.

16.1. EXCLUSIONS. ZOOM SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (a) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (b) ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF THE WEB SITE, ANY CONTENT, CUSTOMER DATA, SYSTEM DATA, OTHER DATA FILES, PROGRAMS OR INFORMATION THROUGH ERROR, OMISSION, ACCIDENT OR FRAUDULENT MEANS OR DEVICES NOT DIRECTLY ATTRIBUTABLE TO ZOOM'S NEGLIGENT ACTS OR OMISSIONS, OR FOR OTHER CIRCUMSTANCES OUTSIDE OF ZOOM'S REASONABLE CONTROL, OR (c) ANY MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET WHICH MAY AFFECT THE OPERATION OF THE SERVICES.

16.2. NO INDIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF REVENUES OR PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, BREACH OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY AGREES TO TAKE REASONABLE ACTION TO MITIGATE ITS DAMAGES.

16.3. AGGREGATE LIABILITY CAP. IN NO EVENT SHALL ZOOM'S LIABILITY FOR ANY DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL CHARGES PAID TO ZOOM UNDER THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, MISREPRESENTATIONS, NEGLIGENCE, STRICT LIABILITY AND OTHER TORTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

17. Force Majeure. Neither party hereto will be liable for defaults or delays (other than the non-payment of Charges) due to Acts of God, or the public enemy, acts or demands of any government or governmental agency, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

18. Reserved.

19. Miscellaneous.

19.1. Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of Illinois, U.S.A. Except as provided in Section 18.4, the parties consent to the exclusive jurisdiction and venue of the appropriate adjudicatory body in the State of Illinois.

19.2. Export Restrictions. Customer acknowledges that the Services, or a portion thereof, may be subject to the export control laws of the United States and other applicable country export control and trade sanctions laws ("Export Control and Sanctions Laws"). Customer and its End Users may not access, use, export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of any applicable export control or trade sanctions law or regulation. Customer represents and warrants that (i) Customer and its End Users are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) and that Customer and its End Users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; (ii) Customer and its End Users are not identified on any U.S. government restricted party lists (including without limitation the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List, the U.S. Department of Commerce's Denied Parties List, Entity List, and Unverified List, and the U.S. Department of State proliferation-

related lists); and (iii) that no Customer Content created or submitted by Customer or its End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. Customer is solely responsible for complying with the Export Control Laws and monitoring them for any modifications.

- 19.3. Incorporation of Zoom Policies.** Customer acknowledges and agrees that the Zoom policies disclosed at www.zoom.us/legal are incorporated herein by reference, and Customer agrees that it has read such policies and shall comply (where applicable) with any and all obligations of Customer as set forth in such policies. Zoom reserves the right to update these policies from time to time, and will provide commercially reasonable notice of such updates.
- 19.4. Waiver and Severability.** Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.
- 19.5. General Provisions.** This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Any modification to this Agreement must be in writing and signed by both parties. Unless specified otherwise herein, any and all rights and remedies of either parties upon breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on either party, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this agreement or use of the Services.
- 19.6. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed) except that this Agreement be assigned or transferred without such consent to (a) an Affiliate, or (b) a successor by merger. Any purported assignment in violation of this section shall be void.
- 19.7. Copyright Infringement.** Infringement of copyrights in connection with the Services may be reported to Zoom's Copyright Agent through the process defined at www.zoom.us/legal.
- 19.8. Marketing.** Customer grants Zoom permission to name them as a customer and/or use their logo across Zoom marketing materials, e.g., the zoom.us website, emails, presentations, brochures, etc. Customer further grants Zoom permission to develop content around their experience as a Zoom customer, e.g., a written and/or video case study. This content will be created in cooperation with Customer and used only upon Customer's written approval.
- 19.9. Notice.** Zoom may give notice by electronic mail to Customer's e-mail address on record in Customer's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in Customer's account information. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). Customer may give notice to Zoom (such notice shall be deemed given when received by Zoom) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Zoom at the following: 55 Almaden Blvd, San Jose, CA, 95113, Suite 600, USA, addressed to the attention of: Legal or by email to legal@zoom.us.
- 19.10. Survival.** All sections of the Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty, disclaimers, indemnification and limitations of liability.
- 19.11. Compliance with Laws.** Zoom agrees that it will remain in material compliance with all Laws applicable to Zoom in its performance of its obligations under this Agreement.
- 19.12. Insurance.** Zoom shall procure and maintain in full force and effect during the term of this Agreement, policies of insurance with the types and amounts set forth below, with insurers having at least an A rating and a Financial Size Category Class of VII.

Workers' Compensation Insurance – for its own employees that meets the statutory limits of the states in which Zoom operates and all federal statutes and regulations;

Employer's Liability – of \$1,000,000 combined single limit per occurrence;

Commercial General Liability – of \$1,000,000 per occurrence including personal injury;

Automobile Liability – of \$1,000,000 per occurrence;

Crime Insurance – of \$1,000,000 per occurrence;

Cyber Liability & Professional Errors and Omissions – of \$10,000,000 per claim and in the aggregate for the policy period; and

Umbrella or Excess Liability Insurance – providing coverage of \$5,000,000 per occurrence.

If Zoom terminates its coverages above, Zoom will endeavor to provide Customer with thirty (30) days' prior written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date and each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Agreement and bind his or her entity to the terms and conditions hereof.

BOARD OF EDUCATION OF LINCOLNWOOD
SCHOOL DISTRICT 74:

ZOOM VIDEO COMMUNICATIONS, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Services Description

This Services Description describes the Services that may be ordered on an Order Form, or provided by Zoom, and sets forth further Service-specific terms and conditions that may apply to Zoom's provision and Customer's use of the Services. Capitalized terms not defined herein shall have the meanings assigned to them in the MSA.

A. Definitions. For purposes of this Services Description, the following definitions will apply:

"Hardware Programs" mean services or programs provided by Zoom that enable customers to procure hardware devices for use with Zoom Meeting Services or Zoom Phone Services subject to separate terms with the equipment manufacturers or otherwise as noted in the separate program terms.

"Host" means an individual who is an identified employee, contractor, or agent of Customer to whom Customer assigns the right to host Meetings. A Host may hold an unlimited number of Meetings during the Initial Subscription Term or Renewal Term (as applicable), but the number of Meetings a Host may host concurrently shall depend on whether Customer orders a Concurrent Meetings package on an Order Form. A Host subscription may not be shared or used by anyone other than the individual assigned to be a Host.

"Meeting" means a Zoom Video meeting.

"Participant" means an individual, other than the Host, who accesses or uses the Services, with or without the permission and knowledge of the Host.

"Zoom Documentation" means this Service Description, the Zoom website (www.zoom.us) and any additional description of the Services which may be incorporated into this Agreement.

"Zoom Meeting Services" means the various video conferencing, web conferencing, webinar, meeting room, screensharing, chat, connectors, audio plans, cloud storage, and other collaborative services offered by Zoom Video that Customer may order on an Order Form.

"Zoom Phone Services" means voice connectivity services, including, but not limited to, nomadic interconnected VoIP services, provisioning of direct dial numbers, two-way voice calling and private branch exchange (PBX) functionality and related services that Customer may order on an Order Form.

B. Zoom Meeting Services. Zoom Meeting Services enable Hosts to schedule and start Meetings and to allow Participants to join Meetings for the purpose of collaborating using voice, video, and screensharing functionality. Every meeting will have at least one Host. Chat features allow for out-of-session one-on-one or group collaboration. Further features, functionality, and solutions are described at www.zoom.us.

1. Concurrent Meetings. The Concurrent Meetings feature enables a Host to host more than one Meeting at a time, subject to the specific limitations of the Concurrent Meetings package Customer may order on an Order Form.

C. Zoom for Education (K-12). Zoom for Education (K-12/Primary and Secondary Schools) allows primary schools, secondary schools, school districts and school systems ("School Subscribers") to use Zoom Meeting Services for educational purposes. Zoom maintains policies and procedures designed to comply with applicable requirements of student privacy laws including, without limitation, GDPR and the Family Educational Rights and Privacy Act (FERPA) and applicable state laws (the "Privacy Laws"). The Privacy Laws may provide students or their parents with certain rights in their personal information. If Customer is a parent or student and has questions about the Privacy Laws or Customer's related rights, please contact Customer's school administration. If Customer is a "K-12 Account User" — meaning a teacher, principal, or other educator or school personnel authorized by a School Subscriber to use its K-12 Account — Customer represents and warrants that Customer has been duly authorized by Customer's School Subscriber to create an account, use the Zoom Meeting Services, and to agree to these contract terms. Customer further agrees to use Customer's account solely for educational purposes and solely for the benefit of Customer's School Subscriber and its students. If Customer is a K-12 Account User subject to U.S. or similar law, Customer consents, for itself and Customer's School Subscriber, to Zoom's collection, use and sharing of personal information of student End Users including those who are under the age of 16 in accordance with Zoom's K-12/Primary & Secondary Schools Privacy Statement and Customer instructs Zoom to process the personal data of student End Users in accordance with such policy. If Customer is a K-12 Account User subject to GDPR or similar law, Customer determines the legal basis, means and purposes for processing the data, and instructs Zoom to process personal information of student End Users, including those who are children under the age 16, in accordance with Zoom's K-12/Primary & Secondary Schools Privacy Statement found at <https://zoom.us/docs/en-us/schools-privacy-statement.html>.

1. **Addendum for Connecticut School Subscribers.** This Agreement as applied to Connecticut School Subscribers incorporates by reference the [Zoom Terms of Service Addendum for Connecticut School Subscribers](#) (“Addendum”) which is designed to comply with the requirements of the Connecticut Act Concerning Student Data Privacy, Conn. Gen. Stat. Ann. § 10-234aa-dd.

D. Zoom Phone Services.

1. **Definitions:** For purposes of the Zoom Phone Services, the following definitions apply:

“**Device**” means the device assigned to a virtual extension or individual digital line set up within an account or by Zoom at Customer’s direction or request.

“**Phone Host**” means the individual assigned to a number which enables use of the Zoom Phone Service. A Phone Host is a “Host” for purposes of the definition of End User.

2. **Zoom Phone Service Provider.** Zoom is the provider of Zoom Phone Services to customers located outside the United States. Zoom Voice Communications, Inc. (“Zoom Voice”) is the provider of Zoom Phone Services to customers located in the United States and sets the terms, conditions and rates for Zoom Phone Services.
3. **Description of Services.** Zoom Phone Services are cloud-based phone services that use voice over internet protocol (**VoIP**) to provide Customer with the following services and functionalities, as selected by Customer on an Order Form and subject to the Zoom Phone Service Additional Terms and Policies found at <https://zoom.us/legal>:
 - a. **Zoom Phone Service.** Zoom Phone Service is a cloud-based phone service that allows two-way voice calling and private branch exchange (PBX) functionality, and a feature set as described on the zoom.us website.
 - b. **Public Switched Telephone Network Communications (PSTN) Access.** Phone Hosts and End Users can be enabled to make and receive calls to the PSTN and be assigned a direct inward dialing phone number (DID) via a Zoom Phone Calling Plan.
 - c. **Bring Your Own Carrier (BYOC).** BYOC allows customers to use the telecommunications provider of their choice to provide PSTN access and inward DID numbers. Zoom provides BYOC customers with software that enables On Net Access and access to a range of Zoom call management features and functions. BYOC enables customers to (i) have PSTN capability in regions where Zoom does not offer PSTN Access; (ii) maintain relationships with currently deployed carriers; and/or (iii) configure deployments for flexibility and redundancy. Customer must ensure that its carrier provides all regulated telecommunications services and is responsible for telecommunications regulatory compliance.
 - d. **SMS Capabilities.** Zoom Phone Service supports basic SMS capabilities within the United States and Canada. It is the Customer’s responsibility to confirm that any intended SMS use cases are supported in the Zoom Documentation.
 - e. **Additional Zoom Phone Features.** Additional functionality such as enabling common area phones, and additional Toll Free and DID phone numbers may be purchased as described on the Order Form.
 - f. **Provision of Regulated Communications Services.** Zoom may rely on local providers to supply certain regulated communication services; for example: to enable Customer to place local calls within local jurisdictions and/or to connect with the local public switched telephone network (PSTN). Zoom’s locally licensed Affiliates provide all telecommunications services offered to Customer within the countries in which such Zoom Affiliates are licensed. Zoom is responsible for all contracting, billing, and customer care related to those services.
4. **Zoom Phone Policies.** Customer acknowledges and agrees that additional Zoom Phone policies found at <https://zoom.us/legal> apply to Customer’s use of Zoom Phone Services.
5. **Emergency Calling (E911).** Customer acknowledges and agrees that if Zoom is the emergency service provider, then Customer has read and understood Zoom Voice Communications, Inc.’s Emergency Calling or 911 Customer Notification, found at www.zoom.us/legal. If Zoom is not the emergency service provider, then Customer’s underlying carrier’s emergency service or 911 notification policies apply.
6. **Equipment.** Except as expressly provided through a Hardware Program, neither Zoom nor Zoom Voice supplies any devices or other equipment used in connection with the Zoom Phone Services. Zoom Voice does test certain devices and equipment to determine whether they are supported on the Zoom Phone platform (although it has not tested all

possible devices and equipment available in the marketplace). A summary of devices and equipment to date that Zoom Voice has determined are supported by the Zoom Phone platform may be provided on request. Customer should consult with Zoom or Zoom Voice, as appropriate prior to deploying any other devices and equipment.

- E. **Zoom Rooms.** Zoom Rooms is a software-based conference room system that provides a collaboration experience for in-room and virtual participants including one-click to join meeting, wireless multi-sharing, interactive whiteboard, and intuitive room controls. Zoom Rooms include conference room specific features such as scheduling display, digital signage, and remote room management.
- F. **Zoom Hardware Program.** Hardware Programs enable customers to procure hardware products that work with and provide access to Zoom Meeting Services or Zoom Phone services, subject to additional terms and conditions. A separate subscription to the Zoom Meeting Services or Zoom Phone Services, as applicable, is required.
 - 1. **Zoom Hardware as a Service.** Zoom’s Hardware-as-a-Service Program (“HaaS Program”) enables customers to sub-lease certain leased devices in conjunction with and for the same subscription term as an associated underlying subscription for Zoom Meeting Services or Zoom Phone Services. Additional HaaS Program terms are found [here](#).
- G. **Zoom for Government.** Zoom for Government is the Zoom Meeting Services, Zoom Phone Services, Zoom Conference Room Connector, Zoom Rooms, Zoom Chat and Zoom APIs offered by Zoom in a FedRAMP-compliant cloud environment. Zoom for Government enables customers to leverage a limited version of the Services in a separate, FedRAMP-compliant cloud environment hosted in Amazon Web Services Government Cloud and Zoom’s collocated data centers (e.g. in San Jose, CA and New York), independent of the Zoom’s standard commercial cloud environment. Further features, functionality, and solutions are described at <https://www.zoomgov.com/>. Zoom Meeting Services and Zoom for Government are independent environments and, therefore, data cannot be exchanged between them including, without limitation, instant messaging data or chat data.
 - 1. **FedRAMP Security Features.** Zoom for Government is authorized as a FedRAMP Moderate ATO. TLS 1.2 or greater is required.
 - 2. **FedRAMP Overview.** The Zoom for Government Platform unifies cloud video conferencing, a cloud phone system, messaging, simple online meetings, and a software-defined conference room solution into one easy-to-use platform. Zoom for Government is a separate FedRAMP Moderate-authorized cloud environment from the standard Zoom platform. Zoom for Government is operated exclusively by US Persons, and is located exclusively in CONUS in the AWS GovCloud and two US-based data centers. Zoom for Government has numerous additional certifications and attestations, including: DOD Impact Level 2, FIPS 140-2, HIPAA, and several accessibility-related attestations. The solution offers video, audio, phone, chat, and wireless screen-sharing across Windows, Mac, Linux, Chrome OS, iOS, Android, Blackberry, Zoom Rooms, and H.323/SIP room systems. Zoom Products include:
 - i. **Zoom Cloud Video Conferencing.** A cloud-based collaboration service which includes video, audio, content sharing webinars and collaboration.
 - ii. **Zoom Phone.** A cloud-based phone system with traditional PBX features, integrated PSTN connectivity, enhanced emergency services, and support for calling from mobile apps, desktop apps, and legacy desk phone devices.
 - iii. **Zoom Chat.** Send chat messages in public or private channels organized by projects, teams, or topics with the ability to share files, emojis, screenshots, and more.
 - iv. **Zoom Rooms.** Software-based group video conferencing for conference and huddle rooms that run off-the-shelf hardware including a dedicated MAC or PC, camera, and speaker with an iPad controller.
 - v. **Zoom Conference Room Connector.** A gateway allowing H.323 and Session Initiation Protocol (SIP) systems to connect to Zoom meetings. Conference Room Connector is available in both cloud computing and as software (VM) for installation on the customer premise.
 - vi. **Zoom Meeting Connector.** A software (VM) version of the Zoom Cloud infrastructure intended for installation on the customer premise.
 - vii. **Zoom API.** Provides the ability for developers to easily add Video, Voice and Screen Sharing to your application. Our API is a server side implementation designed around REST. The Zoom API helps manage the pre-meeting experience such as creating, editing and deleting resources like users, meetings and webinars.
- H. **Zoom Marketplace.** The Zoom App Marketplace, available at <https://marketplace.zoom.us>, is a site hosted by Zoom to provide access to applications (the “Apps”) created by third party developers (“Publishers”) or Zoom that are interoperable with Zoom Services, and make them available from both mobile and desktop client apps. Access to and use of the Zoom App Marketplace is governed by the Zoom App Marketplace Terms of Use (https://zoom.us/docs/en-us/marketplace_tou.html). Zoom for Developers (available at <https://developer.zoom.us>) is governed by the Zoom API

License and Terms of Use (https://zoom.us/docs/en-us/zoom_api_license_and_tou.html) and Marketplace Developer Agreement (https://zoom.us/marketplace_developer_agreement). Zoom does not warrant or provide support for Publisher's Apps. Publishers are solely responsible for all aspects of the Apps they publish, including content, functionality, availability and support. Publishers are required to provide their own terms of service, privacy policy and support information ("Publisher Terms"). Customers who access or download Apps must enter into Publisher Terms directly with the Publisher. Zoom is not responsible for the Apps, their content, functionality, availability, or support. Apps are hosted AS IS and use of the Apps is at Customer's own risk, subject to the Publisher Terms. Apps may become unavailable or be removed by a Publisher at any time and any data stored in them may be lost or become inaccessible. Zoom is not responsible for Customer Data (as defined in the Zoom App Marketplace Terms of Use) transferred to a Publisher, or for any transmission, collection, disclosure, security, modification, use or deletion of Customer Data by or through an App. Publishers may use Customer Data as permitted in the Publisher Terms. Use of the Apps may require Customer Data to be transferred to the Publisher and by accessing and using the App, Customer consents to the transfer of Customer Data by Zoom as required by the Publisher. Customer should contact the Publisher for support or questions. Zoom makes no representations and disclaims all warranties, express or implied, regarding Apps and reserves the right to remove an App from the Marketplace at any time, in its sole discretion.

- I. **Zoom Events.** Zoom Events is cloud-based software that enables Customers to host virtual events, including with a variety of registration and built-in ticketing options, attendee networking features, and the use of Zoom Meetings and Webinars for the event, among other things. Use of the Zoom Events software is subject to the Zoom Events Host Terms of Use (https://explore.zoom.us/en/zoom_events_host_tou/). Attendance at a virtual event hosted using Zoom Events is subject to the Event Participant Terms of Use (https://explore.zoom.us/en/event_participant_tou/).
- J. **Managed Domains.** Zoom permits Customers to reserve domains associated with their enterprise and to manage any accounts that are subscribed to Zoom using that domain ("Managed Domain Customer"). Customer may only associate to the Zoom Services domain(s) that they own or are legally entitled to associate for use with the Services. In the event that a Zoom account is created or exists on the reserved domain, but is not authorized by the Managed Domain Customer (the "Non-Managed Domain Account"), the person using or creating such Non-Managed Domain Account will be notified that the domain is reserved for the Managed Domain Customer and will be requested to change the domain associated with the Non-Managed Domain Account. If the person using or creating such Non-Managed Domain Account does not change the domain within the period specified, that person will be deemed to have consented to the Non-Managed Domain Account being added to the Managed Domain Customer and to have further consented for all data associated with the Non-Managed Domain Account to be shared with the Managed Domain Customer.
- K. **Zoom Contact Center.**
 1. **Service Description.** The Zoom Contact Center Service ("Zoom Contact Center") is cloud-based software for contact centers that enables organizations to manage interactions with their customers or end users over multiple channels, including voice and video. Customer can enable calls to and from the PSTN using Voice over Internet Protocol (VoIP) by purchasing a Zoom Contact Center monthly usage plan. Additional Zoom Contact Center features are described at <https://www.zoom.us>.
 2. **Compliance with Laws.** Customer is solely responsible for Customer's and its users' use of Zoom Contact Center and shall ensure such use complies with the laws and regulations of the countries where they are located, including any regulations governing the use of the Internet for voice communications and messaging. Customer represents and warrants that they have provided all disclosures and notifications and have obtained all consents required in connection with the monitoring or recording of conversations as required by local laws or regulations. Customer is solely responsible for compliance with all laws applicable to marketing and solicitation, including but not limited to the US Telephone Consumer Protection Act of 1991 (TCPA), the FTC's Telemarketing Sales Rule, and Canada's Anti-Spam Legislation (CASL).
 3. **Third-Party Integrations and Offerings.** Customer's use of non-Zoom offerings that interoperate or integrate with Zoom Contact Center or that are used in connection with Zoom Contact Center shall in each case be governed by a separate agreement with the provider of such offerings ("Third-Party Offering(s)") and shall be outside the scope of this Agreement. Zoom is not liable or responsible for any act or omission of any provider of a Third-Party Offering or any operation of the Third-Party Offering, including the access, modification, or deletion of data, regardless of whether Zoom endorses, approves, or supports any such Third-Party Offering. Zoom does not guarantee the continued interoperation, integration, or support of Third-Party Offerings, and Zoom may, in its sole discretion and at any time, discontinue such features.
 4. **Emergency Services.** Zoom Contact Center is not a replacement for traditional telephone services. Customer is responsible for notifying and ensuring individuals authorized to use Zoom Contact Center through their account (including agents, supervisors, and administrators) are aware that calls to emergency service providers may not be

made through Zoom Contact Center and how to contact emergency service providers via other means, including alternative arrangements made available by Customer. Customer will indemnify and hold Zoom and its Affiliates harmless from any Claims arising from or relating to any emergency services call or any inability to place an emergency services call using Zoom Contact Center.

5. **Zoom Contact Center Policies.** Customer acknowledges and agrees that Zoom Phone and Contact Center Text Messaging Policy for the United States and Zoom Contact Center Acceptable Use Policy found at <https://zoom.us/legal> apply to Customer's use of Zoom Contact Center.
6. **Corresponding License.** Customer's access to Zoom Contact Center requires a corresponding license to use the Zoom Meeting Services and/or Zoom Phone Services. In the event such underlying license expires or is terminated for any reason, Customer's access to Zoom Contact Center, will also terminate. Upon termination, Customer will be billed for any unpaid Zoom Contact Center Charges. Except as explicitly provided otherwise, all Zoom Contact Center payment obligations are non-cancelable and all amounts paid are non-refundable.
7. **Calling Plans and Virtual Service Numbers.** Zoom Voice is the provider of calling plans and virtual service numbers that may be used with Zoom Contact Center.

L. Zoom IQ.

1. Definitions.

"Zoom IQ" means an add-on service that is available for certain Zoom Services which captures and extracts data and information resulting in visually displayed, accessible, and locatable insights and analytics.

"Zoom IQ Data" means data that is imported, accessed, used, stored, transmitted, originated, or processed based on instructions from the Customer and any resulting derivatives, analytics, outputs, or data sets resulting from Customer's use of Zoom IQ.

2. **Applicability of Terms.** These Zoom IQ terms shall take effect upon the earlier of the Service Effective Date or Customer's use of Zoom IQ and will remain in effect for the Initial Subscription Term and any Renewal Term as set forth in the applicable Order Form. Notwithstanding anything to the contrary in any contract between Zoom and Customer, in relation to Zoom IQ, these Zoom IQ terms shall govern and control in the event of any conflicting or inconsistent terms and take precedence irrespective of order of precedence terms to the contrary in any contract between Zoom and Customer.
3. **Corresponding Subscription.** Customer's access and use of Zoom IQ requires a corresponding paid subscription to Zoom Meeting Services, or Zoom Phone (if available), or both. In the event such underlying Zoom Meeting Services or Zoom Phone subscription for which Zoom IQ is used expires or is terminated for any reason, Customer's access to Zoom IQ will also terminate and Customer will be billed for any unpaid Zoom IQ Charges or fees. Except as explicitly provided otherwise, all Zoom IQ payment obligations are non-cancelable and all amounts paid are non-refundable.
4. **Customer Consent and Instruction; Compliant Use.** By purchasing or using Zoom IQ, Customer is electing to expand Zoom Services to include Zoom IQ and is consenting to and instructing Zoom to enable Zoom IQ on Customer's account subject to these Zoom IQ terms. Zoom IQ results are provided for informational purposes only and may contain inaccuracies. Customer may only use Zoom IQ and Zoom IQ Data in compliance with applicable laws, rules, regulations, decisions, and privacy requirements, and represents and warrants that it will obtain any required End User consents.
5. **License Rights; Intellectual Property Ownership.** Notwithstanding anything to the contrary in any other contract between Zoom and Customer, by purchasing or using Zoom IQ, Customer grants Zoom and its Affiliates, with respect to Zoom IQ Data, a perpetual, worldwide, non-exclusive, royalty-free, transferable license to access, use, display, copy, distribute, and create derivative works, including but not limited to, use with respect to performing, testing, improving, and developing Zoom IQ and related products and services such as translation and transcription services, and for quality assurance and training of the same. Zoom does not assign, transfer, or otherwise provide any right, title, or interest in or to any intellectual property of Zoom, its Affiliates, or its licensors by entering into these terms or providing Zoom IQ to Customer, and Zoom, its Affiliates, and licensors own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark, trade name, and all other intellectual property rights in and to Zoom IQ.
6. **Use of Zoom IQ Data; Feedback.** Notwithstanding anything to the contrary in any contract between Zoom and Customer, Zoom's use of Zoom IQ Data as set forth in these Zoom IQ terms will not be considered disclosure, access

or use of Confidential Information. Zoom will not access, use, preserve, or share Zoom IQ Data for any purpose other than for the purposes described herein, and in the contracts between Zoom and Customer. Customer may provide suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer, its End Users or any third party relating to Zoom IQ (“Feedback”). Notwithstanding anything to the contrary in a contract between Customer and Zoom, any Feedback provided will not be deemed Confidential Information under the MSA or the Agreement, and Zoom shall retain ownership of any Feedback.

7. **Participant Notifications.** Customer acknowledges that although Zoom may provide a customizable sample recording notice to Participants, Customer is solely responsible for ensuring compliance with applicable laws including but not limited to, privacy requirements, and where required, sufficient notice to Participants regarding the recording, monitoring, collection and use of Zoom IQ Data by Customer, Zoom, and others.
8. **Updated Version of Zoom.** Customer acknowledges that in order to receive the full benefit of Zoom’s security and notification features, Customer and Customer’s End Users must update the client application with Zoom’s most recent version available.



Order Form Number: Q1483036
Valid Until: 08/18/2022

Zoom Video Communications Inc. ('Zoom')
55 Almaden Blvd, 6th Floor
San Jose, CA

Billed To Customer: Lincolnwood School District 74 - District Contact Name: Christopher Edman 6950 N. East Prairie Rd Lincolnwood, Illinois 60712, United States Email Address: cedman@sd74.org Phone: 847-675-8234	Sold To Customer: Lincolnwood School District 74 - District Contact Name: Christopher Edman 6950 N. East Prairie Rd Lincolnwood, Illinois 60712, United States Email Address: cedman@sd74.org Phone: 847-675-8234
Auto Renew: No Initial Paid Subscription Term: 12 Month Paid Period Start Date: 08/18/2022	Billing Method: Email Currency: USD Payment Term: Due Upon Receipt

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern). To update any electronic Payment information, go to <https://zoom.us/billing/payment>.

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Education Annual	Annual	150	USD 50.00	USD 7,500.00

(Before Taxes)	
Annual Payment:	USD 7,500.00

Payment Schedule Summary (Before Taxes)
First Payment: USD 7,500.00

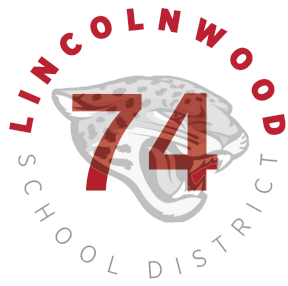
Other Terms & Notes
<p>Named Host - means any licensed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 300 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.</p> <p>Zoom EDU licenses are intended for student and faculty and pedagogical interaction within a classroom environment, or the administration thereof and may not be used for any commercial purpose. Zoom EDU licenses may not be purchased by hospitals, medical centers, clinics, or other affiliated organizations not specifically involving student and faculty and pedagogical interactions within a classroom environment or the administration thereof.</p> <p>Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.</p> <p>All prices shown for Zoom and Zoom Phone services are exclusive of indirect taxes (e.g., U.S. state and local taxes, VAT, GST, and HST or any other consumption taxes), digital taxes and environmental taxes to the extent they apply.</p> <p><i>Professional Services, if purchased, will be presented in a separate Order Form.</i></p>

Accepted and agreed as of the date specified below by the authorized representative of Customer

Signature:
Print Name:
Date:
Zoom Service Effective Date: 08/18/2022
PO # (If Applicable):
VAT # (If Applicable): E99978296

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to purchase-orders@zoomus.zendesk.com. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.



Executive Summary Finance Committee Meeting

DATE: September 22, 2022

TOPIC: Reading Mastery Transformations Classroom One-Year Subscription Bundle Grade 4

PREPARED BY: Dominick Lupo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The Board approves all Contracts.

The referenced program, *Reading Mastery Transformations*, is already a program that is utilized by our Special Education staff at Rutledge Hall. This program is designed to improve overall reading skills by focusing on oral language, phonemic awareness, and systematic phonics while incorporating the fundamental skills of vocabulary development, fluency, and comprehension throughout each unit and lesson.

Lincoln Hall recently implemented a revised special education program that aims to meet the needs of all of our students at the level in which they enter Lincoln Hall, but our curricular materials had not accounted for some of the levels at which the students were entering middle school.

Given the success of the Reading Mastery program at our other schools, the Lincoln Hall special education department reached out about acquiring the newest version of this program for the students. The new version of this program includes updated materials such as progress monitoring tools, skill reinforcement materials, new multimedia features, and classroom management updates.

Overall, the special education team feels that this curriculum is the best resource to meet the needs of our students while also creating engaging lessons.

Fiscal Impact:

\$2,283 for 10 student bundles that includes:

- 10 Reading Mastery Transformations Textbook A, Grade 4
- 10 Reading Mastery Transformations Textbook B, Grade 4
- 10 Reading Mastery Transformations Textbook C, Grade 4
- 10 Online Student Subscriptions
- 10 Reading Mastery Transformations Reading Workbook
- 10 Reading Mastery Transformations Spelling Workbook
- 1 Online Teacher Subscription

Recommendation:

The Finance Committee concurs to recommend to the Board of Education to approve this Agreement for a one-year subscription from McGraw Hill for the 10-student bundle of the Reading Mastery Transformations Print and Online Grade 4 program for the Lincoln Hall Special Education Team in the amount of \$2,283 for the 2022-2023 school year.



Because learning changes everything.®

QUOTE PREPARED FOR:

Lincolnwood Sch Dist 74
6950 N EAST PRAIRIE RD
LINCOLNWOOD, IL 60712
ACCOUNT NUMBER: 169031

SUBSCRIPTION/DIGITAL CONTACT:

Dominick Lupo
dlupo@sd74.org

CONTACT:

Dominick Lupo
dlupo@sd74.org

SALES REP INFORMATION:

David Brackett
david.brackett@mheducation.com
(847) 902-7520

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Reading Mastery Transformation © 2021 – Grade 4 (1 Year ELA)	\$2,283.00	\$0.00	\$2,283.00
PRODUCT TOTAL*	\$2,283.00	\$0.00	\$2,283.00
ESTIMATED S&H**			\$109.68
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$2,392.68

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 08/10/2022
QUOTE NUMBER: AGIBS-08102022-001

ACCOUNT NAME: Lincolnwood Sch Dist 74
ACCOUNT #: 169031

EXPIRATION DATE: 09/24/2022
PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Reading Mastery Transformation © 2021 – Grade 4 (1 Year ELA)					
READING MASTERY TRANSFORMATIONS (10) READING CLASSROOM 1 YR SUB BUNDLE GRADE 4	978-1-26-413375-8	1	\$2,283.00	\$0.00	\$2,283.00
Reading Mastery Transformation © 2021 – Grade 4 (1 Year ELA) Subtotal:				\$0.00	\$2,283.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 08/10/2022
QUOTE NUMBER: AGIBS-08102022-001

ACCOUNT NAME: Lincolnwood Sch Dist 74
ACCOUNT #: 169031

EXPIRATION DATE: 09/24/2022
PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Lincolnwood Sch Dist 74
6950 N EAST PRAIRIE RD
LINCOLNWOOD, IL 60712
ACCOUNT NUMBER: 169031

CONTACT:

Dominick Lupo
dlupo@sd74.org

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QUOTE DATE: 08/10/2022 ACCOUNT NAME: Lincolnwood Sch Dist 74 EXPIRATION DATE: 09/24/2022
QUOTE NUMBER: AGIBS-08102022-001 ACCOUNT #: 169031 PAGE #: 3



Executive Summary Finance Committee Meeting

DATE: September 22, 2022

TOPIC: Lincolnwood Chamber Orchestra – American Music Festivals

PREPARED BY: David Russo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Founded in 1990 by Music Director Philip Simmons, the Lincolnwood Chamber Orchestra (LCO) became part of American Music Festivals in 2002. One of Chicago's leading professional ensembles, it was named Chamber Ensemble of the Year in 2000 by the Illinois Council of Orchestras. Flexible in composition and instrumentation, the LCO easily collaborates with a wide variety of programs and special events. 2020 was the 30th Anniversary Season of the LCO and they appeared in Lincoln Hall's Auditorium for a concert celebrating that milestone.

Serving the Lincolnwood community and appearing throughout Chicagoland, the LCO facilitates American Music Festivals' mission of cultural exchange. The orchestra has appeared at diverse venues like the Harris Theater, North Shore Center for the Arts, Chicago Cultural Center, Northeastern Illinois University, Lutkin Hall (Northwestern University), Illinois Holocaust Museum and Education Center, North Shore Congregation Israel, St. Adalbert's Catholic Church, American Islamic College, Benito Juarez Community Academy, the Mexican Consulate, and the Chicago Public Library's Chinatown Branch.

The LCO maintains an excellent artistic reputation throughout Chicagoland. Renowned soloists who have appeared with the LCO include William Warfield, Lukas Foss, Rachel Barton-Pine, Wendy Warner, Dennis James, Denis Azebagic, Emir Nuhanovic, and David Schrader.

The District is seeking to partner with the LCO to provide a free concert to the Lincolnwood School District 74 learning community; as well as to invite the community at-large. The performance would again be held in the Auditorium on a yet to be determined weekend date.

Fiscal Impact:

\$3,500 The funds would be used to pay the performers for the concert.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this Proposal from Lincolnwood Chamber Orchestra – American Music Festivals in the amount of \$3,500 to hold a performance of the ensemble during the 2022-23 school year.

From: **American Music Festivals** <amusicfest@aol.com>
Date: Wed, Sep 14, 2022 at 6:34 PM
Subject: Concert Outline Proposal
To: drusso@sd74.org <drusso@sd74.org>

Hi David,

Thank you again for all your efforts on this program.

Here is some basic info and the funding request. If you need any additional information of clarification, please let me know, I can provide Thursday morning (my time).

Best,

Phil

--

HALLOWEEN FAMILY CONCERT - GOTHIC TALES OLD AND NEW

Lincolnwood Chamber Orchestra
Philip Simmons, Music Director

Sunday, October 30, 3PM

Works by Dvorak and Bartok
Music from "Harry Potter" and "Coco"
and "Halloween Spooktacular"

Free admission
Come dressed in your favorite costume

--

This will be a one-hour concert. If the program is at 3PM, here is the schedule:

11PM Doors open for orchestra rehearsal
11:30-2:00 Rehearsal
3:00 Concert

If we start at 4, we would need to come in at 12PM.

The orchestra would be a 20-piece string orchestra, so we need 20 chairs, 12 music stands.

We would like to request in-kind use of facilities, and \$3,500 from School District 74 for this program. Funds would go directly to cover musician expenses and American Music Festivals program costs.

--

David L. Russo, Ed.D.
Superintendent of Schools
Lincolnwood School District 74
6950 N. East Prairie Rd.
Lincolnwood, IL 60712
Office: [\(847\) 675-8234](tel:8476758234)