

LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FINANCE COMMITTEE MEETING AGENDA
THURSDAY, DECEMBER 15, 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, December 15, 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 - **NOVEMBER 17, 2022**

3

Motion by member: _____ Seconded by: _____

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

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

6

5. OLD BUSINESS

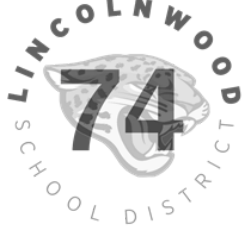
6. NEW BUSINESS

a.	<u>INFORMATION/DISCUSSION/ACTION</u> : 2023-24 School Fees Draft	<u>29</u>
b.	<u>INFORMATION/DISCUSSION/ACTION</u> : Natural Gas Contract	<u>30</u>
c.	<u>INFORMATION/DISCUSSION/ACTION</u> : Everyday Speech Subscription Renewal	<u>33</u>
d.	<u>INFORMATION/DISCUSSION/ACTION</u> : Quaver Music Program	<u>61</u>
e.	<u>INFORMATION/DISCUSSION/ACTION</u> : Raptor Technologies, LLC Subscription Agreement	<u>100</u>
7.	<u>INFORMATION/DISCUSSION</u> : District Finance Update	<u>112</u>
a.	Fund 30 (Debt) Balance	
b.	Debt Disclosure Ordinance for Lincolnwood School District 74	
c.	AHEPA Marrow Donor Program’s Facilities Rental Fee Waiver Request (see attachment)	114
8.	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.

	<p>LINCOLNWOOD SCHOOL DISTRICT 74 BOARD OF EDUCATION Finance Committee Meeting Minutes Thursday, November 17, 2022 at 6:30 PM</p>	<p>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</p> <p>ADMINISTRATION Dr. David L. Russo, Superintendent of Schools Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction Courtney Whited, Business Manager/CSBO</p>
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Minutes of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Marvin Garlich Administration Building 6950 N. East Prairie Road, Lincolnwood, Illinois 60712, on Thursday, November 17, 2022.

1. CALL TO ORDER/ROLL CALL

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

FINANCE COMMITTEE MEMBERS

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

FINANCE COMMITTEE MEMBERS NOT PRESENT

- Michael Bartholomew, Community Member
- Reuben George, 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, Technology Director

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **OCTOBER 20, 2022**

A motion was made, seconded and passed to approve the minutes from the October 20, 2022 Finance Committee meeting.

4. FUND BALANCE REPORT

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

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

5. OLD BUSINESS

a. Multi-Function Copier Lease and Service Agreements - IMAGETEC L.P.

Jordan Stephen, Technology Director, presented the Multi-Function Copier Lease and Service Agreements with IMAGETEC L.P. Jordan explained the District savings would be approximately \$38,978 over the next 5 years due to the recommendation of a 5-year lease extension versus the 3-year lease that the District previously held.

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 Agreements from Imagetec L.P. for copiers lease and service for an estimated annual cost of \$42,284.64 per year from January 2023 through January 2028.

b. 2022 Property Tax Levy

Courtney Whited, Business Manager/CSBO, presented the 2022 Property Tax Levy. Courtney provided an update on pending tax rate objections cases, which will be heard by a new judge. The Committee inquired if the 2022 levy could yield tax rate objections. Courtney will be reaching out to the District Legal team for guidance.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to adopt the 2022 Levy by approving the Resolution Authorizing Final Aggregate Tax Levy for the Year 2022, The Certificate of Tax Levy including Secretary's Certificate and The Resolution Authorizing Life Safety Levy including Secretary's Certificate.

6. NEW BUSINESS

a. Donation of Floor Hockey Equipment from The Chicago Blackhawks

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept the donation of floor hockey equipment from The Chicago Blackhawks.

b. Cengage Learning for Inside 2014: myNGconnect 6-year subscription Levels B and C

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 Quote from Cengage Learning for Inside 2014: myNGconnect 6-year subscription Levels B and C in the amount of \$1,125.93 from December 2, 2022 to December 1, 2028.

c. Lincoln Hall Musical - Northlight Theatre Artistic Staffing

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept this Proposal from Northlight Theatre for Artistic Staffing in the amount of \$5,100 for the 2023 Lincoln Hall Musical.

d. Infinite Connections Inc. Agreement Renewal

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the Infinite Connections, Inc. Agreement for Consulting Services in the amount of \$4,400 for the dates between February 1, 2023 to January 31, 2024.

e. FirstNet Product Information

Jordan Stephen, Technology Director, presented the FirstNet Product Information that would give the District priority access to cell service and data from a mobile device. The Committee asked Jordan to look into other technology that has priority access such as radio frequency or satellite technology.

7. District Finance Update

a. Worker’s Compensation Safety Grant

The IPRF Workers Compensation Safety Grant amount is \$10,764 for 2023. The District plans on purchasing new radios with the grant.

b. FY23 Quarter 1 Revenue Trends

Courtney Whited discussed the Fiscal Year 2023 Quarter 1 Revenue Trends.

c. Natural Gas

Natural gas pricing has ebbed and flowed since the contract expired in July. The Committee expressed interest in exploring a 12-, 24- or 36-month contract. Administration would present the contract options at the December meeting for approval during January’s Board meeting.

Also discussed at the Facilities Committee Meeting on November 15, 2022, Dr. John Venetos reached out to the District to inquire about renting the Lincoln Hall gym for a charity basketball tournament in March 2023.

8. ADJOURNMENT

A motion was made, seconded and passed to adjourn the Finance Committee meeting. The Finance Committee meeting was adjourned at 7:30 p.m.

The next Finance Committee meeting will be Thursday, December 15, 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: October

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	\$1,775,644.63	(\$4,660,685.69)	\$0.00	\$10,137,751.31
20	OPERATIONS & MAINTENANCE	\$3,494,768.89	\$127,362.82	(\$711,833.40)	\$0.00	\$2,910,298.31
30	DEBT SERVICE	\$829,925.65	\$10,508.34	\$0.00	\$0.00	\$840,433.99
40	TRANSPORTATION	\$1,442,825.96	\$424,810.08	(\$292,377.40)	\$0.00	\$1,575,258.64
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$448,606.14	\$168,561.15	(\$68,757.09)	\$0.00	\$548,410.20
52	SOCIAL SECURITY AND MEDICARE	\$139,099.31	\$110,129.48	(\$90,452.92)	\$0.00	\$158,775.87
60	CAPITAL PROJECTS	\$5,825,261.89	\$25,205.18	(\$1,337,321.73)	\$0.00	\$4,513,145.34
70	WORKING CASH	\$573,446.40	\$2,876.63	\$0.00	\$0.00	\$576,323.03
80	TORT IMMUNITY	\$249,408.82	\$84,466.69	(\$23,509.00)	\$0.00	\$310,366.51
90	FIRE PREVENTION & SAFETY	\$2,617,556.88	\$14,862.62	(\$50,000.00)	\$0.00	\$2,582,419.50
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$28,643,692.31	\$2,744,427.62	(\$7,234,937.23)	\$0.00	\$24,153,182.70

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 10/31/2022

Fiscal Year: 2022-2023

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$23,616,775.33
Imprest Fund (+)	\$15,113.81
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$23,631,989.14
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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	\$23,631,522.11
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LIABILITIES

ACCOUNTS PAYABLE

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

Other Liabilities (+)	\$34,370.84
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Payroll Liabilities (+)	(\$622,140.31)
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Sub-total : OTHER CURRENT LIABILITIES	(\$587,769.47)
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Total : LIABILITIES	(\$521,660.59)
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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) (+)	(\$4,490,509.61)
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Sub-total : NET INCREASE (DECREASE)	(\$4,490,509.61)
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Total : FUND BALANCE	\$24,153,182.70
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Total LIABILITIES + FUND BALANCE	\$23,631,522.11
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End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 10/01/2022 through 10/31/2022

Fiscal Year: 2022-2023

	<u>10/01/2022 - 10/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
REVENUE					
LOCAL SOURCES					
Property Tax Receipts (+)	\$0.00	\$92,652.83	\$25,868,050.00	\$25,775,397.17	0.4%
Payments in Lieu of Taxes (+)	\$407,864.43	\$745,268.62	\$900,000.00	\$154,731.38	82.8%
Tuition Payments Received (+)	\$18,480.00	\$59,280.00	\$221,600.00	\$162,320.00	26.8%
Interest Revenue Received (+)	\$31,218.07	\$136,473.44	\$369,000.00	\$232,526.56	37.0%
Sales to Pupils & Adults (+)	\$25,193.50	\$65,269.89	\$200,000.00	\$134,730.11	32.6%
Activity Fees Received (+)	\$3,963.50	\$53,499.50	\$100,150.00	\$46,650.50	53.4%
Other Local Revenue (+)	\$15,621.37	\$48,089.83	\$330,430.00	\$282,340.17	14.6%
Rental Revenue (+)	\$6,750.50	\$54,116.50	\$89,600.00	\$35,483.50	60.4%
Sub-total : LOCAL SOURCES	\$509,091.37	\$1,254,650.61	\$28,078,830.00	\$26,824,179.39	4.5%
STATE SOURCES					
State Grants & Aid Received (+)	\$219,556.93	\$511,187.70	\$1,539,000.00	\$1,027,812.30	33.2%
Sub-total : STATE SOURCES	\$219,556.93	\$511,187.70	\$1,539,000.00	\$1,027,812.30	33.2%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	\$137,244.23	\$978,589.31	\$2,106,691.00	\$1,128,101.69	46.5%
Sub-total : FEDERAL SOURCES	\$137,244.23	\$978,589.31	\$2,106,691.00	\$1,128,101.69	46.5%
Total : REVENUE	\$865,892.53	\$2,744,427.62	\$31,724,521.00	\$28,980,093.38	8.7%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
Salaries (-)	\$597,706.54	\$1,482,923.72	\$7,735,177.00	\$6,252,253.28	19.2%
Employee Benefits (-)	\$102,636.87	\$212,234.32	\$1,430,774.00	\$1,218,539.68	14.8%
Termination Benefits (-)	\$24,817.40	\$89,936.52	\$397,000.00	\$307,063.48	22.7%
Purchased Services (-)	\$18,845.14	\$92,963.00	\$216,005.00	\$123,042.00	43.0%
Supplies & Materials (-)	\$43,991.55	\$151,699.83	\$549,480.00	\$397,780.17	27.6%
Capital Expenditures (-)	\$0.00	\$26,318.79	\$204,000.00	\$177,681.21	12.9%
Other Objects (-)	\$0.00	\$0.00	\$1,800.00	\$1,800.00	0.0%
Non-Capitalized Equipment (-)	\$674.06	\$3,741.42	\$117,500.00	\$113,758.58	3.2%
Sub-total : REGULAR K-12 PROGRAMS	(\$788,671.56)	(\$2,059,817.60)	(\$10,651,736.00)	(\$8,591,918.40)	19.3%
PRE-K PROGRAMS					
Salaries (-)	\$18,266.64	\$45,666.60	\$225,356.00	\$179,689.40	20.3%
Employee Benefits (-)	\$5,680.03	\$14,053.33	\$69,413.00	\$55,359.67	20.2%
Supplies & Materials (-)	\$568.92	\$836.13	\$4,300.00	\$3,463.87	19.4%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Sub-total : PRE-K PROGRAMS	(\$24,515.59)	(\$60,556.06)	(\$299,819.00)	(\$239,262.94)	20.2%
SPECIAL ED PROGRAMS K-12					
Salaries (-)	\$96,053.82	\$242,776.76	\$1,198,065.00	\$955,288.24	20.3%
Employee Benefits (-)	\$25,042.51	\$58,809.19	\$354,957.00	\$296,147.81	16.6%
Purchased Services (-)	\$0.00	\$96.25	\$600.00	\$503.75	16.0%
Supplies & Materials (-)	\$172.04	\$662.58	\$5,500.00	\$4,837.42	12.0%
Capital Expenditures (-)	\$0.00	\$2,338.09	\$6,000.00	\$3,661.91	39.0%
Other Objects (-)	\$0.00	\$180.00	\$200.00	\$20.00	90.0%
Non-Capital Equipment (-)	\$0.00	\$1,582.41	\$5,000.00	\$3,417.59	31.6%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 10/01/2022 through 10/31/2022

Fiscal Year: 2022-2023

	<u>10/01/2022 - 10/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : SPECIAL ED PROGRAMS K-12	(\$121,268.37)	(\$306,445.28)	(\$1,570,322.00)	(\$1,263,876.72)	19.5%
REMEDIAL & SUPPLEMENTAL K-12					
Salaries (-)	\$45,018.96	\$112,547.40	\$585,251.00	\$472,703.60	19.2%
Employee Benefits (-)	\$8,491.96	\$18,259.42	\$110,875.00	\$92,615.58	16.5%
Purchased Services (-)	\$926.80	\$41,999.55	\$56,795.00	\$14,795.45	73.9%
Supplies & Materials (-)	\$10.48	\$5,465.18	\$12,250.00	\$6,784.82	44.6%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$54,448.20)	(\$178,271.55)	(\$765,171.00)	(\$586,899.45)	23.3%
INTERSCHOLASTIC PROGRAMS					
Salaries (-)	\$1,195.40	\$2,988.50	\$90,000.00	\$87,011.50	3.3%
Employee Benefits (-)	\$31.54	\$79.19	\$7,405.00	\$7,325.81	1.1%
Supplies & Materials (-)	\$419.88	\$844.69	\$5,500.00	\$4,655.31	15.4%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$3,500.00	\$3,600.00	\$100.00	97.2%
Sub-total : INTERSCHOLASTIC PROGRAMS	(\$1,646.82)	(\$7,412.38)	(\$108,005.00)	(\$100,592.62)	6.9%
SUMMER SCHOOL PROGRAMS					
Salaries (-)	\$290.70	\$29,732.14	\$42,491.00	\$12,758.86	70.0%
Employee Benefits (-)	\$38.15	\$3,889.43	\$10,100.00	\$6,210.57	38.5%
Supplies & Materials (-)	\$0.00	\$1,560.63	\$3,117.00	\$1,556.37	50.1%
Sub-total : SUMMER SCHOOL PROGRAMS	(\$328.85)	(\$35,182.20)	(\$55,708.00)	(\$20,525.80)	63.2%
GIFTED PROGRAMS					
Salaries (-)	\$34,645.06	\$86,612.65	\$450,386.00	\$363,773.35	19.2%
Employee Benefits (-)	\$5,729.27	\$11,977.50	\$70,821.00	\$58,843.50	16.9%
Supplies & Materials (-)	\$533.90	\$686.42	\$4,250.00	\$3,563.58	16.2%
Sub-total : GIFTED PROGRAMS	(\$40,908.23)	(\$99,276.57)	(\$525,457.00)	(\$426,180.43)	18.9%
BILINGUAL PROGRAMS					
Salaries (-)	\$51,271.86	\$128,179.65	\$693,562.00	\$565,382.35	18.5%
Employee Benefits (-)	\$7,951.49	\$16,669.94	\$101,304.00	\$84,634.06	16.5%
Purchased Services (-)	\$3,240.00	\$3,240.00	\$1,800.00	(\$1,440.00)	180.0%
Supplies & Materials (-)	\$526.61	\$526.61	\$1,750.00	\$1,223.39	30.1%
Sub-total : BILINGUAL PROGRAMS	(\$62,989.96)	(\$148,616.20)	(\$798,416.00)	(\$649,799.80)	18.6%
ATTENDANCE & SOCIAL WORK					
Salaries (-)	\$31,086.38	\$77,715.95	\$404,123.00	\$326,407.05	19.2%
Employee Benefits (-)	\$3,681.24	\$7,828.34	\$41,196.00	\$33,367.66	19.0%
Supplies & Materials (-)	\$23.98	\$342.07	\$1,000.00	\$657.93	34.2%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$34,791.60)	(\$85,886.36)	(\$446,319.00)	(\$360,432.64)	19.2%
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 10/01/2022 through 10/31/2022

Fiscal Year: 2022-2023

	<u>10/01/2022 - 10/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$15,213.77	\$42,352.96	\$159,352.00	\$116,999.04	26.6%
Employee Benefits (-)	\$6,022.41	\$15,777.83	\$65,795.00	\$50,017.17	24.0%
Purchased Services (-)	\$6,953.17	\$7,705.17	\$31,000.00	\$23,294.83	24.9%
Supplies & Materials (-)	\$296.48	\$441.82	\$5,300.00	\$4,858.18	8.3%
Capital Expenditures (-)	\$223.28	\$223.28	\$2,250.00	\$2,026.72	9.9%
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	(\$28,709.11)	(\$66,501.06)	(\$266,047.00)	(\$199,545.94)	25.0%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$13,814.16	\$34,535.40	\$179,584.00	\$145,048.60	19.2%
Employee Benefits (-)	\$3,064.72	\$6,335.00	\$37,804.00	\$31,469.00	16.8%
Purchased Services (-)	\$0.00	\$0.00	\$1,100.00	\$1,100.00	0.0%
Supplies & Materials (-)	\$0.00	\$1,156.11	\$1,850.00	\$693.89	62.5%
Sub-total : PSYCHOLOGICAL SERVICES	(\$16,878.88)	(\$42,026.51)	(\$220,338.00)	(\$178,311.49)	19.1%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$21,122.38	\$52,814.50	\$274,591.00	\$221,776.50	19.2%
Employee Benefits (-)	\$3,312.46	\$6,937.99	\$41,079.00	\$34,141.01	16.9%
Purchased Services (-)	\$0.00	\$443.16	\$360.00	(\$83.16)	123.1%
Supplies & Materials (-)	\$159.59	\$214.59	\$1,800.00	\$1,585.41	11.9%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$24,594.43)	(\$60,410.24)	(\$317,830.00)	(\$257,419.76)	19.0%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$6,495.13	\$13,128.86	\$101,000.00	\$87,871.14	13.0%
Employee Benefits (-)	\$427.32	\$826.74	\$9,732.00	\$8,905.26	8.5%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$6,922.45)	(\$13,955.60)	(\$110,732.00)	(\$96,776.40)	12.6%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$53,801.54	\$131,112.63	\$364,189.00	\$233,076.37	36.0%
Employee Benefits (-)	\$7,920.80	\$21,282.20	\$56,095.00	\$34,812.80	37.9%
Purchased Services (-)	\$612.75	\$9,508.44	\$73,126.00	\$63,617.56	13.0%
Supplies & Materials (-)	\$61.98	\$536.97	\$1,500.00	\$963.03	35.8%
Other Objects (-)	\$0.00	\$0.00	\$1,800.00	\$1,800.00	0.0%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$62,397.07)	(\$162,440.24)	(\$496,710.00)	(\$334,269.76)	32.7%
EDUCATIONAL MEDIA					
Salaries (-)	\$21,001.70	\$52,504.25	\$273,022.00	\$220,517.75	19.2%
Employee Benefits (-)	\$2,551.13	\$5,416.53	\$31,775.00	\$26,358.47	17.0%
Supplies & Materials (-)	\$984.20	\$2,008.23	\$16,000.00	\$13,991.77	12.6%
Sub-total : EDUCATIONAL MEDIA	(\$24,537.03)	(\$59,929.01)	(\$320,797.00)	(\$260,867.99)	18.7%
ADMIN SERVICES - BOARD OF ED					
Employee Benefits (-)	\$4,785.90	\$25,404.50	\$62,000.00	\$36,595.50	41.0%
Purchased Services (-)	\$14,134.25	\$75,294.19	\$212,700.00	\$137,405.81	35.4%
Supplies & Materials (-)	\$9.99	\$365.88	\$2,500.00	\$2,134.12	14.6%
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 10/01/2022 through 10/31/2022

Fiscal Year: 2022-2023

	<u>10/01/2022 - 10/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Other Objects (-)	\$0.00	\$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	(\$18,930.14)	(\$107,604.57)	(\$287,240.00)	(\$179,635.43)	37.5%
SUPERINTENDENT					
Salaries (-)	\$19,019.44	\$125,276.18	\$268,850.00	\$143,573.82	46.6%
Employee Benefits (-)	\$3,477.11	\$26,008.79	\$53,601.00	\$27,592.21	48.5%
Purchased Services (-)	\$261.25	\$1,355.29	\$3,900.00	\$2,544.71	34.8%
Supplies & Materials (-)	\$15.23	\$15.23	\$2,000.00	\$1,984.77	0.8%
Capital Expenditures (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Other Objects (-)	\$300.00	\$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	(\$23,073.03)	(\$153,734.49)	(\$332,351.00)	(\$178,616.51)	46.3%
ADMIN SERVICES - SPECIAL ED					
Salaries (-)	\$11,336.58	\$51,014.61	\$147,376.00	\$96,361.39	34.6%
Employee Benefits (-)	\$3,580.44	\$14,734.09	\$43,347.00	\$28,612.91	34.0%
Other Objects (-)	\$0.00	\$400.00	\$1,000.00	\$600.00	40.0%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$14,917.02)	(\$66,148.70)	(\$191,723.00)	(\$125,574.30)	34.5%
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 (-)	\$0.00	\$23,509.00	\$150,000.00	\$126,491.00	15.7%
Sub-total : PROPERTY INSURANCE	\$0.00	(\$23,509.00)	(\$150,000.00)	(\$126,491.00)	15.7%
PRINCIPAL					
Salaries (-)	\$52,866.82	\$241,898.83	\$688,889.00	\$446,990.17	35.1%
Employee Benefits (-)	\$18,075.14	\$70,593.33	\$215,627.00	\$145,033.67	32.7%
Purchased Services (-)	\$87.26	\$771.29	\$5,050.00	\$4,278.71	15.3%
Supplies & Materials (-)	\$81.40	\$258.23	\$4,000.00	\$3,741.77	6.5%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$225.00	\$644.00	\$2,400.00	\$1,756.00	26.8%
Non-Capitalized Equipment (-)	\$0.00	\$3,079.70	\$3,200.00	\$120.30	96.2%
Sub-total : PRINCIPAL	(\$71,335.62)	(\$317,245.38)	(\$920,666.00)	(\$603,420.62)	34.5%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	\$14,623.84	\$65,807.28	\$190,110.00	\$124,302.72	34.6%
Employee Benefits (-)	\$2,587.41	\$10,721.07	\$31,941.00	\$21,219.93	33.6%
Other Objects (-)	\$0.00	\$0.00	\$1,400.00	\$1,400.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 10/01/2022 through 10/31/2022

Fiscal Year: 2022-2023

	<u>10/01/2022 - 10/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : OPERATION OF BUSINESS SERVICES	(\$17,211.25)	(\$76,528.35)	(\$223,451.00)	(\$146,922.65)	34.2%
FISCAL SERVICES					
Salaries (-)	\$17,756.82	\$79,272.30	\$231,039.00	\$151,766.70	34.3%
Employee Benefits (-)	\$7,449.61	\$31,253.73	\$93,417.00	\$62,163.27	33.5%
Purchased Services (-)	\$490.47	\$1,278.21	\$123,500.00	\$122,221.79	1.0%
Supplies & Materials (-)	\$1,416.68	\$2,562.11	\$5,500.00	\$2,937.89	46.6%
Capital Expenditures (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Other Objects (-)	\$2,604.70	\$9,053.90	\$20,000.00	\$10,946.10	45.3%
Non-Capitalized Equipment (-)	\$0.00	\$548.67	\$1,500.00	\$951.33	36.6%
Sub-total : FISCAL SERVICES	(\$29,718.28)	(\$123,968.92)	(\$475,706.00)	(\$351,737.08)	26.1%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	\$8,014.72	\$419,943.55	\$596,118.00	\$176,174.45	70.4%
Capital Expenditures (-)	\$211,978.80	\$917,378.18	\$3,077,144.00	\$2,159,765.82	29.8%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$219,993.52)	(\$1,337,321.73)	(\$3,673,262.00)	(\$2,335,940.27)	36.4%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	\$39,937.30	\$174,826.34	\$526,163.00	\$351,336.66	33.2%
Employee Benefits (-)	\$14,029.51	\$58,876.76	\$171,678.00	\$112,801.24	34.3%
Purchased Services (-)	\$95,416.17	\$362,987.20	\$960,700.00	\$597,712.80	37.8%
Supplies & Materials (-)	\$32,771.73	\$114,059.14	\$453,014.00	\$338,954.86	25.2%
Capital Expenditures (-)	\$0.00	\$79,294.86	\$439,500.00	\$360,205.14	18.0%
Other Objects (-)	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.0%
Non-Capitalized Equipment (-)	\$1,792.20	\$1,912.19	\$30,000.00	\$28,087.81	6.4%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$183,946.91)	(\$791,956.49)	(\$2,582,805.00)	(\$1,790,848.51)	30.7%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$180,047.66	\$292,377.40	\$1,440,000.00	\$1,147,622.60	20.3%
Sub-total : PUPIL TRANSPORTATION	(\$180,047.66)	(\$292,377.40)	(\$1,440,000.00)	(\$1,147,622.60)	20.3%
FOOD SERVICES					
Salaries (-)	\$23,398.22	\$65,442.18	\$250,708.00	\$185,265.82	26.1%
Employee Benefits (-)	\$9,684.40	\$26,214.70	\$103,366.00	\$77,151.30	25.4%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Supplies & Materials (-)	\$34,791.02	\$72,667.18	\$262,000.00	\$189,332.82	27.7%
Capital Expenditures (-)	\$0.00	\$118.28	\$8,000.00	\$7,881.72	1.5%
Other Objects (-)	\$0.00	\$752.50	\$1,000.00	\$247.50	75.3%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.0%
Sub-total : FOOD SERVICES	(\$67,873.64)	(\$165,194.84)	(\$629,574.00)	(\$464,379.16)	26.2%
INTERNAL SERVICES					
Purchased Services (-)	\$4,988.62	\$10,993.62	\$27,100.00	\$16,106.38	40.6%
Supplies & Materials (-)	\$0.00	\$172.00	\$1,500.00	\$1,328.00	11.5%
Sub-total : INTERNAL SERVICES	(\$4,988.62)	(\$11,165.62)	(\$28,600.00)	(\$17,434.38)	39.0%
INFORMATION SERVICES					

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 10/01/2022 through 10/31/2022

Fiscal Year: 2022-2023

	<u>10/01/2022 - 10/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$6,041.08	\$27,184.86	\$78,534.00	\$51,349.14	34.6%
Employee Benefits (-)	\$2,553.76	\$10,844.15	\$30,706.00	\$19,861.85	35.3%
Purchased Services (-)	\$4,934.68	\$12,986.90	\$34,250.00	\$21,263.10	37.9%
Supplies & Materials (-)	\$224.00	\$1,098.11	\$6,000.00	\$4,901.89	18.3%
Other Objects (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : INFORMATION SERVICES	(\$13,753.52)	(\$52,114.02)	(\$150,490.00)	(\$98,375.98)	34.6%
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$39,409.28	\$172,091.06	\$534,698.00	\$362,606.94	32.2%
Employee Benefits (-)	\$13,427.81	\$53,157.45	\$183,891.00	\$130,733.55	28.9%
Purchased Services (-)	\$95.62	\$544.62	\$500.00	(\$44.62)	108.9%
Other Objects (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : OTHER SUPPORT SERVICES - ADMIN	(\$52,932.71)	(\$225,793.13)	(\$719,589.00)	(\$493,795.87)	31.4%
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	\$3,840.00	\$164,000.00	\$160,160.00	2.3%
Other Objects (-)	\$28,320.87	\$99,707.73	\$2,439,019.00	\$2,339,311.27	4.1%
Sub-total : PAYMENTS TO OTHER LEAs	(\$28,320.87)	(\$103,547.73)	(\$2,603,019.00)	(\$2,499,471.27)	4.0%
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	(\$2,220,650.94)	(\$7,234,937.23)	(\$33,250,483.00)	(\$26,015,545.77)	21.8%
NET INCREASE (DECREASE)	(\$1,354,758.41)	(\$4,490,509.61)	(\$1,525,962.00)	\$2,964,547.61	294.3%

End of Report

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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	\$597,706.54	\$1,482,923.72	\$6,033,417.46	\$218,835.82
200 - EMPLOYEE BENEFITS	\$1,302,684.00	\$93,063.05	\$188,654.64	\$906,532.51	\$207,496.85
300 - PURCHASED SERVICES	\$216,005.00	\$18,845.14	\$92,963.00	\$14,496.92	\$108,545.08
400 - SUPPLIES & MATERIALS	\$549,480.00	\$43,991.55	\$151,699.83	\$21,247.82	\$376,532.35
500 - CAPITAL OUTLAY	\$204,000.00	\$0.00	\$26,318.79	\$48,937.89	\$128,743.32
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00
700 - NON-CAPITAL EQUIPMENT	\$117,500.00	\$674.06	\$3,741.42	\$468.71	\$113,289.87
800 - TERMINATION/VACATION PAYMENTS	\$397,000.00	\$24,817.40	\$89,936.52	\$58,424.18	\$248,639.30
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$225,356.00	\$18,266.64	\$45,666.60	\$179,487.75	\$201.65
200 - EMPLOYEE BENEFITS	\$58,224.00	\$4,767.18	\$11,783.18	\$40,251.64	\$6,189.18
400 - SUPPLIES & MATERIALS	\$4,300.00	\$568.92	\$836.13	\$116.09	\$3,347.78
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	\$96,053.82	\$242,776.76	\$916,438.38	\$38,849.86
200 - EMPLOYEE BENEFITS	\$286,424.00	\$19,239.95	\$43,941.41	\$162,212.70	\$80,269.89
300 - PURCHASED SERVICES	\$600.00	\$0.00	\$96.25	\$0.00	\$503.75
400 - SUPPLIES & MATERIALS	\$5,500.00	\$172.04	\$662.58	\$0.00	\$4,837.42
500 - CAPITAL OUTLAY	\$6,000.00	\$0.00	\$2,338.09	\$0.00	\$3,661.91
600 - OTHER OBJECTS	\$200.00	\$0.00	\$180.00	\$0.00	\$20.00
700 - NON-CAPITAL EQUIPMENT	\$5,000.00	\$0.00	\$1,582.41	\$0.00	\$3,417.59
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$585,251.00	\$45,018.96	\$112,547.40	\$472,699.60	\$4.00
200 - EMPLOYEE BENEFITS	\$102,383.00	\$7,874.42	\$16,698.69	\$78,309.09	\$7,375.22
300 - PURCHASED SERVICES	\$56,795.00	\$926.80	\$41,999.55	\$0.00	\$14,795.45
400 - SUPPLIES & MATERIALS	\$12,250.00	\$10.48	\$5,465.18	\$0.00	\$6,784.82
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$90,000.00	\$1,195.40	\$2,988.50	\$36,716.03	\$50,295.47
200 - EMPLOYEE BENEFITS	\$1,200.00	\$14.98	\$37.45	\$381.64	\$780.91
400 - SUPPLIES & MATERIALS	\$5,500.00	\$419.88	\$844.69	\$5,553.28	(\$897.97)
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:10/1/2022 To Date:10/31/2022

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	\$3,500.00	\$0.00	\$100.00
1600 - SUMMER SCHOOL PROGRAMS					
100 - SALARIES	\$42,491.00	\$290.70	\$29,732.14	\$359.10	\$12,399.76
200 - EMPLOYEE BENEFITS	\$4,315.00	\$34.13	\$2,859.30	\$42.17	\$1,413.53
400 - SUPPLIES & MATERIALS	\$3,117.00	\$0.00	\$1,560.63	\$0.00	\$1,556.37
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$450,386.00	\$34,645.06	\$86,612.65	\$363,773.35	\$0.00
200 - EMPLOYEE BENEFITS	\$64,287.00	\$5,255.80	\$10,779.68	\$52,826.09	\$681.23
400 - SUPPLIES & MATERIALS	\$4,250.00	\$533.90	\$686.42	\$2,042.35	\$1,521.23
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$693,562.00	\$51,271.86	\$128,179.65	\$538,354.35	\$27,028.00
200 - EMPLOYEE BENEFITS	\$91,365.00	\$7,251.42	\$14,898.33	\$72,909.69	\$3,556.98
300 - PURCHASED SERVICES	\$1,800.00	\$3,240.00	\$3,240.00	\$0.00	(\$1,440.00)
400 - SUPPLIES & MATERIALS	\$1,750.00	\$526.61	\$526.61	\$150.50	\$1,072.89
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$404,123.00	\$31,086.38	\$77,715.95	\$326,407.05	\$0.00
200 - EMPLOYEE BENEFITS	\$35,333.00	\$3,247.89	\$6,736.49	\$32,719.61	(\$4,123.10)
400 - SUPPLIES & MATERIALS	\$1,000.00	\$23.98	\$342.07	\$65.99	\$591.94
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	\$15,213.77	\$42,352.96	\$113,222.60	\$3,776.44
200 - EMPLOYEE BENEFITS	\$36,803.00	\$3,460.74	\$8,651.85	\$27,685.92	\$465.23
300 - PURCHASED SERVICES	\$31,000.00	\$6,953.17	\$7,705.17	\$892.71	\$22,402.12
400 - SUPPLIES & MATERIALS	\$5,300.00	\$296.48	\$441.82	\$265.08	\$4,593.10
500 - CAPITAL OUTLAY	\$2,250.00	\$223.28	\$223.28	\$0.00	\$2,026.72
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	\$13,814.16	\$34,535.40	\$145,048.60	\$0.00
200 - EMPLOYEE BENEFITS	\$35,198.00	\$2,878.94	\$5,864.40	\$28,895.92	\$437.68
300 - PURCHASED SERVICES	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00
400 - SUPPLIES & MATERIALS	\$1,850.00	\$0.00	\$1,156.11	\$63.58	\$630.31
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
100 - SALARIES	\$274,591.00	\$21,122.38	\$52,814.50	\$221,785.05	(\$8.55)

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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	\$3,028.26	\$6,216.64	\$30,442.61	\$435.75
300 - PURCHASED SERVICES	\$360.00	\$0.00	\$443.16	\$0.00	(\$83.16)
400 - SUPPLIES & MATERIALS	\$1,800.00	\$159.59	\$214.59	\$585.20	\$1,000.21
2190 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$101,000.00	\$6,495.13	\$13,128.86	\$17,304.30	\$70,566.84
200 - EMPLOYEE BENEFITS	\$900.00	\$17.30	\$44.32	\$151.24	\$704.44
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$364,189.00	\$53,801.54	\$131,112.63	\$215,142.40	\$17,933.97
200 - EMPLOYEE BENEFITS	\$41,959.00	\$6,393.37	\$15,957.10	\$23,841.49	\$2,160.41
300 - PURCHASED SERVICES	\$73,126.00	\$612.75	\$9,508.44	\$0.00	\$63,617.56
400 - SUPPLIES & MATERIALS	\$1,500.00	\$61.98	\$536.97	\$0.00	\$963.03
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$273,022.00	\$21,001.70	\$52,504.25	\$220,517.75	\$0.00
200 - EMPLOYEE BENEFITS	\$27,814.00	\$2,256.84	\$4,676.44	\$22,731.16	\$406.40
400 - SUPPLIES & MATERIALS	\$16,000.00	\$984.20	\$2,008.23	\$4,228.84	\$9,762.93
2310 - BOARD OF EDUCATION					
200 - EMPLOYEE BENEFITS	\$62,000.00	\$4,785.90	\$25,404.50	\$0.00	\$36,595.50
300 - PURCHASED SERVICES	\$212,700.00	\$14,134.25	\$75,294.19	\$0.00	\$137,405.81
400 - SUPPLIES & MATERIALS	\$2,500.00	\$9.99	\$365.88	\$0.00	\$2,134.12
500 - CAPITAL OUTLAY	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
600 - OTHER OBJECTS	\$6,540.00	\$0.00	\$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	\$19,019.44	\$125,276.18	\$161,665.25	(\$18,091.43)
200 - EMPLOYEE BENEFITS	\$49,650.00	\$3,203.01	\$24,199.02	\$24,406.99	\$1,043.99
300 - PURCHASED SERVICES	\$3,900.00	\$261.25	\$1,355.29	\$0.00	\$2,544.71
400 - SUPPLIES & MATERIALS	\$2,000.00	\$15.23	\$15.23	\$0.00	\$1,984.77
500 - CAPITAL OUTLAY	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$3,000.00	\$300.00	\$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	\$51,014.61	\$96,360.98	\$0.41
200 - EMPLOYEE BENEFITS	\$38,258.00	\$3,187.40	\$12,959.38	\$24,213.34	\$1,085.28
600 - OTHER OBJECTS	\$1,000.00	\$0.00	\$400.00	\$0.00	\$600.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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	\$52,866.82	\$241,898.83	\$449,166.96	(\$2,176.79)
200 - EMPLOYEE BENEFITS	\$179,022.00	\$15,326.71	\$58,022.44	\$124,939.44	(\$3,939.88)
300 - PURCHASED SERVICES	\$5,050.00	\$87.26	\$771.29	\$0.00	\$4,278.71
400 - SUPPLIES & MATERIALS	\$4,000.00	\$81.40	\$258.23	\$376.00	\$3,365.77
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,400.00	\$225.00	\$644.00	\$0.00	\$1,756.00
700 - NON-CAPITAL EQUIPMENT	\$3,200.00	\$0.00	\$3,079.70	\$0.00	\$120.30
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
100 - SALARIES	\$190,110.00	\$14,623.84	\$65,807.28	\$124,302.59	\$0.13
200 - EMPLOYEE BENEFITS	\$29,183.00	\$2,378.43	\$9,779.13	\$19,388.12	\$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	\$17,756.82	\$79,272.30	\$173,449.31	(\$21,682.61)
200 - EMPLOYEE BENEFITS	\$54,870.00	\$4,498.65	\$17,997.10	\$48,239.68	(\$11,366.78)
300 - PURCHASED SERVICES	\$123,500.00	\$490.47	\$1,278.21	\$0.00	\$122,221.79
400 - SUPPLIES & MATERIALS	\$5,500.00	\$1,416.68	\$2,562.11	\$0.00	\$2,937.89
500 - CAPITAL OUTLAY	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
600 - OTHER OBJECTS	\$20,000.00	\$2,604.70	\$9,053.90	\$0.00	\$10,946.10
700 - NON-CAPITAL EQUIPMENT	\$1,500.00	\$0.00	\$548.67	\$0.00	\$951.33
2560 - FOOD SERVICES					
100 - SALARIES	\$250,708.00	\$23,398.22	\$65,442.18	\$152,958.20	\$32,307.62
200 - EMPLOYEE BENEFITS	\$61,893.00	\$5,738.02	\$15,149.44	\$45,891.40	\$852.16
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
400 - SUPPLIES & MATERIALS	\$262,000.00	\$34,791.02	\$72,667.18	\$0.00	\$189,332.82
500 - CAPITAL OUTLAY	\$8,000.00	\$0.00	\$118.28	\$0.00	\$7,881.72
600 - OTHER OBJECTS	\$1,000.00	\$0.00	\$752.50	\$0.00	\$247.50
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	\$4,988.62	\$10,993.62	\$600.00	\$15,506.38
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$172.00	\$0.00	\$1,328.00
2630 - INFORMATION SERVICES					
100 - SALARIES	\$78,534.00	\$6,041.08	\$27,184.86	\$51,349.14	\$0.00
200 - EMPLOYEE BENEFITS	\$17,646.00	\$1,490.24	\$6,057.85	\$12,114.09	(\$525.94)
300 - PURCHASED SERVICES	\$34,250.00	\$4,934.68	\$12,986.90	\$2,027.42	\$19,235.68

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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	\$224.00	\$1,098.11	\$1,082.98	\$3,818.91
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	\$39,409.28	\$172,091.06	\$333,223.95	\$29,382.99
200 - EMPLOYEE BENEFITS	\$119,278.00	\$8,751.11	\$32,853.06	\$68,800.41	\$17,624.53
300 - PURCHASED SERVICES	\$500.00	\$95.62	\$544.62	\$0.00	(\$44.62)
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	\$3,840.00	\$0.00	\$160,160.00
600 - OTHER OBJECTS	\$2,439,019.00	\$28,320.87	\$99,707.73	\$0.00	\$2,339,311.27
10 - EDUCATIONAL Total:	\$23,003,579.00	\$1,596,603.11	\$4,660,685.69	\$13,352,702.64	\$4,990,190.67

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance
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 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	\$39,937.30	\$174,826.34	\$309,757.51	\$41,579.15
200 - EMPLOYEE BENEFITS	\$83,217.00	\$7,162.01	\$28,753.67	\$57,532.57	(\$3,069.24)
300 - PURCHASED SERVICES	\$960,700.00	\$95,416.17	\$362,987.20	\$5,162.00	\$592,550.80
400 - SUPPLIES & MATERIALS	\$453,014.00	\$32,771.73	\$114,059.14	\$8,955.27	\$329,999.59
500 - CAPITAL OUTLAY	\$186,500.00	\$0.00	\$29,294.86	\$7,036.92	\$150,168.22
600 - OTHER OBJECTS	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
700 - NON-CAPITAL EQUIPMENT	\$30,000.00	\$1,792.20	\$1,912.19	\$0.00	\$28,087.81
20 - OPERATIONS & MAINTENANCE Total:	\$2,241,344.00	\$177,079.41	\$711,833.40	\$388,444.27	\$1,141,066.33

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance
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 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:10/1/2022 To Date:10/31/2022

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	\$180,047.66	\$292,377.40	\$0.00	\$1,147,622.60
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40 - TRANSPORTATION Total:	\$1,440,000.00	\$180,047.66	\$292,377.40	\$0.00	\$1,147,622.60
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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	\$339.33	\$758.48	\$426.29	\$2,690.23
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,700.00	\$491.00	\$1,227.50	\$3,928.00	(\$455.50)
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$30,100.00	\$2,924.29	\$7,496.78	\$22,252.03	\$351.19
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$2,400.00	\$0.00	\$0.00	\$90.24	\$2,309.76
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,000.00	\$0.00	\$199.04	\$0.00	\$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	\$1,516.83	\$4,197.81	\$11,288.43	\$1,313.76
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	\$480.02	\$2,136.22	\$4,022.19	(\$558.41)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$1,750.00	\$148.42	\$667.89	\$1,261.57	(\$179.46)
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$15,720.00	\$1,334.24	\$6,053.15	\$11,320.95	(\$1,654.10)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$21,000.00	\$1,770.36	\$7,903.48	\$17,292.98	(\$4,196.46)
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$48,200.00	\$3,977.92	\$17,412.94	\$30,850.39	(\$63.33)
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$22,300.00	\$2,332.79	\$6,524.55	\$15,249.84	\$525.61
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$7,050.00	\$602.30	\$2,710.35	\$5,119.54	(\$779.89)
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$34,000.00	\$2,664.98	\$11,468.90	\$22,477.35	\$53.75
51 - IMRF Total:	\$215,895.00	\$18,582.48	\$68,757.09	\$145,579.80	\$1,558.11

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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	\$9,234.49	\$22,821.20	\$84,016.32	\$17,377.48
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,489.00	\$421.85	\$1,042.65	\$3,802.81	\$1,643.54
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$38,433.00	\$2,878.27	\$7,371.00	\$24,652.69	\$6,409.31
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$8,492.00	\$617.54	\$1,560.73	\$6,495.25	\$436.02
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,805.00	\$16.56	\$41.74	\$914.90	\$2,848.36
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,785.00	\$4.02	\$831.09	\$4.96	\$3,948.95
1650 - GIFTED PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,534.00	\$473.47	\$1,197.82	\$4,983.57	\$352.61
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,639.00	\$700.07	\$1,771.61	\$7,368.64	\$498.75
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$5,863.00	\$433.35	\$1,091.85	\$4,556.58	\$214.57
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$12,192.00	\$1,044.84	\$2,928.17	\$7,785.47	\$1,478.36
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,606.00	\$185.78	\$470.60	\$1,945.69	\$189.71
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$3,984.00	\$284.20	\$721.35	\$2,992.13	\$270.52
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$7,732.00	\$410.02	\$782.42	\$643.51	\$6,306.07
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$8,536.00	\$1,047.41	\$3,188.88	\$5,537.71	(\$190.59)
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,961.00	\$294.29	\$740.09	\$3,086.41	\$134.50
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$3,951.00	\$274.10	\$1,809.77	\$2,330.69	(\$189.46)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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	\$1,106.82	\$2,085.30	\$146.88
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$20,885.00	\$1,414.19	\$6,517.74	\$12,035.15	\$2,332.11
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,758.00	\$208.98	\$941.94	\$1,777.86	\$38.20
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$17,547.00	\$1,180.60	\$5,353.15	\$11,527.79	\$666.06
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$40,261.00	\$2,889.58	\$12,710.15	\$22,369.69	\$5,181.16
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$19,173.00	\$1,613.59	\$4,540.71	\$10,290.39	\$4,341.90
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$6,010.00	\$461.22	\$2,075.95	\$3,920.83	\$13.22
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$30,613.00	\$2,011.72	\$8,835.49	\$17,073.85	\$4,703.66
52 - SOCIAL SECURITY AND MEDICARE Total:	\$391,803.00	\$28,344.76	\$90,452.92	\$242,198.19	\$59,151.89

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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	\$8,014.72	\$419,943.55	\$0.00	\$151,174.45
500 - CAPITAL OUTLAY	\$3,077,144.00	\$211,978.80	\$917,378.18	\$341,883.04	\$1,817,882.78
60 - CAPITAL PROJECTS Total:	\$3,648,262.00	\$219,993.52	\$1,337,321.73	\$341,883.04	\$1,969,057.23

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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
2366 - JUDGMENTS/SETTLEMENTS					
600 - OTHER OBJECTS	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
2371 - PROPERTY INSURANCE					
300 - PURCHASED SERVICES	\$150,000.00	\$0.00	\$23,509.00	\$0.00	\$126,491.00
80 - TORT IMMUNITY Total:	\$224,000.00	\$0.00	\$23,509.00	\$0.00	\$200,491.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

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
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
500 - CAPITAL OUTLAY	\$253,000.00	\$0.00	\$50,000.00	\$0.00	\$203,000.00
90 - FIRE PREVENTION & SAFETY Total:	\$278,000.00	\$0.00	\$50,000.00	\$0.00	\$228,000.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:10/1/2022 To Date:10/31/2022

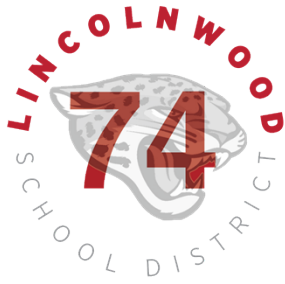
Account Mask: ??????????????????

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	\$2,220,650.94	\$7,234,937.23	\$14,470,807.94	\$11,544,737.83

End of Report



Executive Summary Finance Committee Meeting

DATE: December 15, 2022

TOPIC: 2023-24 School Fees Draft

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

To recommend no changes to the School Fees for the 2023-24 fiscal year.

Description	2019-20 Fees	2020-21 Fees	2021-22 Fees	2022-23 Fees	2023-24 Draft
Gr. Kdg - 5 Registration	\$145	\$160	\$160	\$160	\$160
Gr. 6 - 8 Registration	\$245	\$260	\$260	\$260	\$260
Graduation	\$40	\$40	\$40	\$40	\$40
Registration for Child #4 and Beyond in Family	\$0	\$0	\$0	\$0	\$0
Pre-K Tuition	\$3,000	\$3,200	\$3,200	\$3,200	\$3,200
Bus Fees	\$0	\$0	\$0	\$0	\$0
Lunch Program	\$2.50 per meal	\$2.50 per meal	\$2.50 per meal	\$2.50 per meal	\$2.50 per meal

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the 2023-24 School Fee Schedule, as presented.



Executive Summary Finance Committee Meeting

DATE: December 15, 2022

TOPIC: Natural Gas Contract

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District's natural gas supply contract with Vanguard expired at the end of June 2022. Administration requested initial proposals from Vanguard because they held the most recent contract and IGS because they supply the District's electricity.

Vanguard presented the following two options:

1. Secure an approved fixed rate starting February 2023 through June 30, 2025, at a rate not to exceed \$.669 per therm. The district could elect to only secure 50% of annual usage in January. Then, SD74 could monitor the market and secure the remaining 50% at a rate not to exceed \$.599.
2. Float on monthly variable rate through this winter, then convert to a fixed rate sometime in spring 2023. Secure a fixed rate for May 2023 through June 2025 at a rate not to exceed \$.599 per therm.

NOTE: Current Nicor rate is Rate 74. Some suppliers will automatically move customers to the Nicor Customer Select program. If this occurs the financial impact would be approximately \$1,000 annually. Vanguard advises SD74 to confirm that the selected supplier will guarantee the accounts will remain on Rate 74. The two smaller accounts would be better off on Nicor Customer Select. The cost difference is under \$400. The larger account is better off at Rate 74 by \$1,240 annually. We like to keep all accounts under rate 74 so we can pool them together due to the new Nicor rates processes that will change in May 2023. One benefit is that we can utilize the storage allotment that will provide a larger credit in our pricing.

Natural Gas Chart as of 11/30/2022 provided by Vanguard



Vanguard simplified the options. The proposed rates are simply holding spots until the January Board of Education meeting. The rates can be updated the week prior and even the day prior, whatever works best for the District.

IGS presented the following three options:

Term in Months	Start	End	CG Therm Volume	Fixed Price Offer
23	Feb-23	Dec-24	311,000	\$0.524
35	Feb-23	Dec-25	466,500	\$0.522
47	Feb-23	Dec-26	621,990	\$0.522

Included in IGS Pricing:

- Active market monitoring and high levels of customer service
- Currently serve the District's electricity supply and helped mitigate risk further out the curve by lowering the fixed price
- Blend & extend opportunities should the market drop below the hedged and contracted rate
- Proactively worked with SD74 to extend the District's electricity supply and keep their price low ahead of the increased electricity prices that we are currently seeing
- Can do the same exercise with natural gas to ensure the District's budget is protected & potentially lowered
- SD74 can lower their price at any point in time during your contract should the market present an opportunity to do so
- Have never passed through any critical day penalties in Illinois, which you may have seen back in Feb-21

Fiscal Impact:

The District previously paid \$0.306/Therm in 2021-22 with Vanguard.

Recommendation:

The Administration requests direction from the Finance Committee on next steps.

The Finance Committee concurs with the Administration to recommend to the Board of Education to accept the Contract from ____ for natural gas supplies in an amount not to exceed \$____per therm from ____ to ____.



Executive Summary Finance Committee Meeting

DATE: December 15, 2022

TOPIC: Everyday Speech Subscription Renewal

PREPARED BY: Dominick Lupo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Everyday Speech is a program that is used in speech/social work groups to work with students on social skills/social communication skills. The curriculum uses evidence based practices and provides video modeling, worksheets/activities, and addresses a wide variety of topics. This program was used over the past year, and the Speech/Language Pathologists have found this program to be very effective.

District Legal Counsel reviewed the Terms and Conditions and Privacy Policy and found them to be acceptable.

Counsel also offered an opinion related to the National Data Privacy Agreement (IL-NDPA) necessitated by the Student Online Personal Protection Act (SOPPA). Counsel said that vendors create an original NDPA document covering all the pertinent data and terms for their product, and then the first district signs the original document. Then, other districts that use the same product would be able to sign an Exhibit E from that original NDPA agreement without having to create and revise a new standalone NDPA document. Counsel reviewed the IL-NDPA from Deerfield Public Schools #109 provided by the vendor, found the document to be acceptable, and indicated the District could sign off on Exhibit E, if the request was approved. For example, the NDPA terms

specify Illinois law and Illinois state or federal courts. In this particular case, our technology department already has Exhibit E signed and on file, therefore, District Counsel stated that we are covered and would be approved to move forward with the contract and program.

Fiscal Impact:

This will result in a fiscal impact of \$1,343.96 for the 12-month subscriptions.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this quote from Everyday Speech in the amount of \$1,343.96 for a one-year subscription from January 15, 2023 to January 16, 2024.

Everyday Speech

Lincolnwood School District No 74 - 4 Subscriptions

Lincolnwood School District No 74

6950 East Prairie Road
Lincolnwood, Illinois 60712
United States

Dominick Lupo

dlupo@sd74.org
847-675-8234

Reference: 20221108-083557925

Quote created: November 8, 2022

Quote expires: February 6, 2023

Quote created by: Dana Brock

Partnership Specialist

dana@everydayspeech.com

Comments from Dana Brock

Premium Plan vs Basic Plan:

- Access to the **Social Communication Curriculum (SCC)** with Premium Features:
 - Create *unlimited* saved lists.
 - Manage progress for *unlimited* students.
 - Send *unlimited* homework assignments.
- Access to the **Social Communication Curriculum (SCC)** with Basic Features:
 - Create *two* saved lists.
 - Manage progress for *two* students.
 - Assign *two* homework assignments per month.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
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Item & Description	SKU	Quantity	Unit Price	Total
Premium (Annual) - Quote (Enterprise)	P:5539395:1411930	2	\$399.99 / year	\$799.98 / year
Basic (Annual) - Quote (Enterprise)	P:5539394:1411926	2	\$299.99 / year	\$599.98 / year
Subtotals				
Annual subtotal				\$1,399.96
Other Fees				
Bulk Discount				\$56.00
		Total		\$1,343.96

Purchase terms

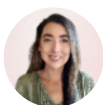
Purchasing Terms and Instructions:

For fastest service, please upload your purchase order via <https://everydayspeech.com/po/>.

If you are required to mail or fax your quote, please also send an electronic version via <https://everydayspeech.com/po/>.

This quote is valid only until the date indicated.

Questions? Contact me



Dana Brock
Partnership Specialist
dana@everydayspeech.com

Everyday Speech
DEPT CH 17439
Palatine, IL 60055-7439
US

Everyday Speech

TERMS OF SERVICE

Last Updated: August 1st, 2020

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You represent, warrant and covenant that, prior to displaying content from the Platform to any individual, you will obtain the agreement of such individuals, or their parent or legal guardian where applicable, under applicable law and regulation, permitting such individuals, or the Students they represent, to access and use content available through your use of the App or Platform under terms and conditions consistent with these Terms.

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You agree that if Everyday Speech determines or reasonably suspects that you are reselling or brokering the Services’ information, programs, computer applications, or data, or is otherwise violating any provision of these Terms, Everyday Speech may take immediate action, including terminating the delivery of, and the license to use, the Services. Everyday Speech reserves the right to use whatever means it deems appropriate to monitor your compliance with these Terms. Everyday Speech reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized access to or use of the Services, including, but not limited to, technological barriers, IP mapping, and contacting your Internet Service Provider (ISP) regarding such unauthorized use.

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In order to use some features of the Services, you may choose to provide us with information, or access to information, to create and automatically update your Everyday Speech account (collectively, “your content”). You own your content and may request deletion of your content at any time, unless you have shared your content with others and they have not deleted it, or it was copied or stored by other users while displayed by you to others through the Services, as further described in our Privacy Policy. You represent and warrant that you have the right to provide us with your content and to permit us to use and disclose your content within the parameters authorized by these Terms or our Privacy Policy.

Everyday Speech permits teachers to provide information identifying content made available to individual students, as a personal memory aid. You agree that you will not provide any information that would constitute an “education

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You, and not Everyday Speech, are responsible for maintaining and protecting a separate permanent record of all of your content, if you wish to retain your content. Everyday Speech will not be liable for any loss or corruption of your content, or for backing up or restoring any of your content.

Notwithstanding anything else in these Terms or otherwise, Everyday Speech may monitor your use of the Services and Platform and use data and information related to your use of the Services in an aggregate or de-identified manner, including to compile statistical and performance information related to the provision and operation of the Platform and Services and the efficacy of the Platform, Services and particular Content. You agree that Everyday Speech may make such data and information publicly available and use such information to the extent and in the manner required by applicable law or regulation and/or for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify you or any other individual or entity.

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- to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- to share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- to share or otherwise make publicly available on the Services any private information of any third party, including addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- to share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

to share or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;

to use or attempt to use another's account, service or system without authorization from us, or create a false identity on the Services;

to manipulate the Services to obtain fee-bearing features for which you have not subscribed or to start more than one free trial for the Services within a one-month period without authorization from us;

to forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted by you;

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to reformat or frame any portion of the Services.

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When you choose to sign into or create an Everyday Speech account.

If you apply for or purchase a Service requiring billing or payment information on our Platform, we require that you provide certain additional Personal Information, including your address, phone number, and credit card number.

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We also retain information made available to us by teachers or school systems, to enable them to record and recall information about Everyday Speech content that has been made available to their students. Everyday Speech does not mandate the form of the information provided, and we cannot determine whether student names or other identifiable information will be provided. This information is maintained solely as a convenience for the teacher or school system, and is not otherwise used by us or shared with third parties.

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Automatically Collected Information

When you utilize the Services, we also receive certain other information about you or your use of the Services. Such other information may be collected using various technologies, including:

Logs: We track the data you see in Everyday Speech and how you interact with it by automatically collecting certain information such as, the pages you visit or features you use within the Services, the date and time of your activities on the Services, the URLs from the websites you visit before and after navigating to the Services, your software and hardware attributes (including operating system type and version, App version, device type, and device identifiers, including IDFA and/or Advertising IDs), your browser type and version, your interaction with our Platform, and your general geographic location derived through your IP address (e.g., your city, state, or metropolitan region). To obtain such information, we may use web logs or applications that monitor use of our Platform and/or recognize your device and gather information about its online activity. We treat this information as private data if we combine it with or link it to any of your personal information. Otherwise, it is used in aggregate form only. We use tracking data about users in an aggregated form to inform us about how Everyday Speech is being used to help us provide a better user experience.

Cookies: Like almost all websites today, Everyday Speech uses cookies to determine whether you are logged in on your computer and to recognize repeat visitors. We send cookies to your computer in order to uniquely identify your browser and improve the quality of our Services. Cookies are small pieces of information that a website sends to your computer's hard drive while you are viewing a site. We may use both session cookies (which expire once you close your browser) and persistent cookies (which stay on your computer until you delete them). If you wish to restrict or block the cookies which are set by Everyday Speech, or by any other website, you can do this through your browser settings. Please note, if you choose to disable cookies, some of our Services may not work properly or at all. You may see the cookies we use and our policy regarding cookies [here](#).

Web beacons: The Services or the emails that you receive from us may use an application known as a "web beacon" (also known as a "clear gif" or "pixel tag"). A web beacon is an electronic file that usually consists of a single-pixel image. It can be embedded in a web page or in an email to transmit information. For example, it allows an email sender to determine whether a user has opened a particular email.

Local storage: We may collect and store information (including personal information about you) locally on your device using mechanisms such as browser web storage (including HTML 5) and application data caches.

Everyday Speech keeps such personal information contained in your cookies and obtained through the other tracking technologies confidential. We do not set any cookies outside of the everydayspeech.com domain.

Additionally, you may encounter embedded content from other websites that behave in the exact same way as if you had visited that website directly. These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor use with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website. We do not control the use of cookies by third parties.

Our Platform does not collect precise information about your location, or the location of your computer or mobile device.

How is the information used?

We use information about you collected through our Services for the following purposes:

to provide our Services or information you request, and to process and complete any transactions;

to respond to your emails, submissions, questions, comments, requests, and complaints and provide customer service;

to monitor and analyze usage of the Services and trends, and to personalize and improve our Services and our users' experiences on our Services, such as content, or features that match their profiles or interests, and to increase the functionality and user friendliness of our Services;

to send you confirmations, updates, security alerts, and support and administrative messages and otherwise facilitate your use of, and our administration and operation of, our Services;

to track the use of our content, such as which videos have been watched the most, or how many users have used our homework feature;

to track user sessions, such as which teachers use our product and when;

to contact you about the Services in which you have expressed interest or that might be of interest to you; and for any other purpose for which the information was collected.

Sharing Information

Everyday Speech exists to make your professional network more actionable, not to sell your data. However, we share personal information as follows:

Service Providers, Agents and Related Third Parties: We sometimes hire other companies to help us provide the Services to you. Examples include third-party payment processors, companies who send emails on our behalf, and providers who are working with us in connection with the operation of our Services. Such service providers are only provided with the information they need to perform their specific function, will only use your personal information to perform the services requested by us, and we make efforts to ensure they are subject to confidentiality restrictions consistent with this Privacy Policy.

Requests to other Everyday Speech users (and non-users): Some communications you initiate through Everyday Speech (e.g., an invitation sent to a non-user or a task you assign to another Everyday Speech user) will list your primary email address and name in the header of the message.

Facebook Custom Audiences and Similar Programs: We may partner with Facebook and other social media partners to deliver advertisements to our users via the Facebook Custom Audiences program or similar third-party programs. In order to identify and reach our users on Facebook or another third-party service, we may share information such as an email address or phone number with Facebook or another third-party service. For more information about custom audience targeting and how to adjust your social media advertising preferences, please review the privacy policy of your social media provider.

With Your Consent: We may share your personal information when you give us your consent to do so, including if we notify you on our Services that the information you provide will be shared in a particular manner and you provide such information.

Legal Processes: We may also disclose your personal information if required to do so by law or when we believe in good faith that we are lawfully authorized or required to do so or that doing so is reasonably necessary or appropriate to comply with the law or legal processes or respond to lawful requests or legal authorities, including responding to lawful subpoenas, warrants or court orders; when we believe that disclosure is necessary to protect our rights or the rights, property or safety of others; to enforce or apply our Privacy Policy, our Terms of Service or our other policies or agreements.

Transfers: We might sell or buy business assets. We may share your personal information in connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition, or in any other situation where personal information may be disclosed or transferred as one of the business assets of us.

Analytics: We partner with certain third parties to collect the other information discussed above and to engage in analysis, auditing, research, and reporting. These third parties may use web logs or web beacons, and they may set and access cookies or use similar tracking technologies on your computer or other device. In particular, our Services use Google Analytics and Mixpanel

Online Interest-Based Advertising: The Services also enable third-party tracking mechanisms to collect your other information for use in online interest-based advertising. For example, third parties may use the fact that you visited our website or used our mobile app to target online ads to you. In addition, our third-party advertising networks might use information about your use of our website or app to help target advertisements based on your online activity in general. For information about interest-based advertising practices, including privacy and confidentiality, visit the Network Advertising Initiative website or the Digital Advertising Alliance website.

The use of online tracking mechanisms by third parties is subject to those third parties' own privacy policies, and not this privacy policy. If you prefer to prevent third parties from setting and accessing cookies on your computer or other device, you may set your browser to block cookies. Additionally, you may remove yourself from the targeted advertising of companies within the Network Advertising Initiative by opting out here, or of companies participating in the Digital Advertising Alliance by opting out here. If you are an individual of the EU or Switzerland, you may opt-out here. Although our Services currently do not respond to "do not track" browser headers, you can limit tracking through these third-party programs and by taking the other steps discussed above.

Please note that the opt-out will apply only to the specific browser or device from which you opt out, and therefore you will need to opt out separately on all of your browsers and devices. If you delete or reset your cookies or mobile identifiers, change browsers, or use a different device, any opt-out cookie or tool may no longer work and you will have to opt out again.

Aggregated information: We may share aggregated demographic information about our user base with our partners. Such aggregated information does not identify individual users. We do not link this aggregate user data with personal information. Our Privacy Policy does not restrict or limit our collection and use of aggregate user data.

We periodically share aggregated, anonymized data with third parties to help us improve our Applications and our Services.

We will share your identifiable personal information with third parties only in the ways that are described in this privacy statement. Specifically, we may disclose User Provided and Automatically Collected personal information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
- with trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this privacy statement.

if Everyday Speech LLC is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Web site of any change in ownership or uses of this information, as well as any choices you may have regarding this information.

Links

Our Website contains links to other sites. Please be aware that we are not responsible for the privacy practices of such other sites. We encourage our users to read the privacy statements of every website that collects personal information. This privacy statement applies solely to information collected by this Website or our Platform.

Children and Students

We do not use our Platform to knowingly solicit data from or market to children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at info@everydayspeech.com. We will delete such information from our files within a reasonable time.

Further, we do not use our Platform to collect or generate education records under the Federal Education Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and our users are instructed not to store such records on our Platform.

Security

We have implemented multiple controls and security measures to safeguard personal and sensitive information on and off-line. Security measures include the use of secure networks and servers, encryption, anti-virus protection, firewalls, vulnerability scans, and other technology. All collected data is protected in a monitored, secure environment and ONLY accessible by authorized our personnel. Generally, collected data is retained for up to 60 days, although we may retain them longer if we believe in good faith that we are required to do so by law, at the request of law enforcement authorities, or to protect our rights or the rights of our customers or third parties.

Only personnel who need off-line secure information to perform a specific job (for example, a Customer Service Specialist) are granted access to personally identifiable information. ALL employees are kept up-to-date on our security and privacy practices.

Communications from the Site

On occasion, it is necessary to send out service-related announcements. These communications are not used for promotional purposes. If our services are temporarily disabled, we may send notification via email. Users may not opt-out of these communications.

You may opt out of receiving marketing or promotional communications from us by following the instructions in those communications or by emailing us at info@everydayspeech.com

Opting Out of Further Collection

You can stop all further collection of information by one of our Applications easily by uninstalling the Application. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile

application marketplace or network. You can also stop further collection about you from our Website by ceasing to visit the Website.

Please note that these steps will not automatically result in the deletion of information we have already collected about you. If you are a resident of California, see our "California Privacy Addendum" for information on how to do so.

Notification of Changes

This Privacy Policy may be updated from time to time. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy at <https://everydayspeech.com/privacy-policy/>. You are advised to consult this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes.

Contact Information

If users have any questions or suggestions regarding our privacy policy, please contact us at:

Email: info@everydayspeech.com.

Phone: 617-564-3143

Postal Address: Everyday Speech LLC, DEPT CH 17439, Palatine, IL 60055-7439

DATED: August 1st, 2020

PRIVACY SUPPLEMENT FOR CALIFORNIA RESIDENTS

This PRIVACY NOTICE FOR CALIFORNIA RESIDENTS supplements the information contained in the Everyday Speech Privacy Policy and applies solely to visitors, customers, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 ("CCPA") and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). In particular, we have collected the following categories of personal information from consumers within the last 12 months:

Category

Examples

Collected

A. Identifiers.

A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

YES

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

YES

C. Protected classification characteristics under California or federal law.

Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

NO

D. Commercial information.

Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

YES

E. Biometric information.

Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.

NO

F. Internet or other similar network activity.

Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

YES

G. Geolocation data.

Physical location or movements.

NO

H. Sensory data.

Audio, electronic, visual, thermal, olfactory, or similar information.

YES

I. Professional or employment-related information.

Current or past job history or performance evaluations.

NO

J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).

Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.

NO

K. Inferences drawn from other personal information.

Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

NO

Personal information does not include:

Publicly available information from government records.

De-identified or aggregated consumer information.

Information excluded from the CCPA's scope, like:

health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;

personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of personal information listed above from the following categories of sources:

Directly from teachers and other professionals, and from parents.

Indirectly from school systems.

Directly and indirectly from activity on our Website (www.everydayspeech.com) or interactions with our social media accounts.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following business purposes:

To fulfill or provide the services for which the information is provided.

To provide you with information, products or services that you request from us.

To provide you with email alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.

To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.

To improve our website and present its contents to you.

For testing, research, analysis and product development.

As necessary or appropriate to protect the rights, property or safety of us, our customers or others.

To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

As described to you when collecting your personal information or as otherwise set forth in the CCPA.

To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

In the preceding 12 months, we have disclosed the following categories of personal information for a business purpose:

Category A: Identifiers.

Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

Category D: Commercial information.

Category F: Internet or other similar network activity.

Category H: Sensory data.

We disclose your personal information for a business purpose to the following categories of third parties:

Service providers.

Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you.

In the preceding 12 months, we have not sold any personal information.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

The categories of personal information we collected about you.

The categories of sources for the personal information we collected about you.

Our business or commercial purpose for collecting or selling that personal information.

The categories of third parties with whom we share that personal information.

The specific pieces of personal information we collected about you (also called a data portability request).

If we sold or disclosed your personal information for a business purpose, two separate lists disclosing: sales, identifying the personal information categories that each category of recipient purchased; and disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

Debug products to identify and repair errors that impair existing intended functionality.

Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).

Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

Comply with a legal obligation.

Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

Calling us at 617-564-3143

Visiting <http://everydayspeech.com/contact>

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

Deny you goods or services.

Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

Provide you a different level or quality of goods or services.

Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website homepage.

Contact Information

If you have any questions or comments about this notice, our Privacy Statement, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Email: info@everydayspeech.com.

Phone: 617-564-3143

Postal Address: Everyday Speech LLC, DEPT CH 17439, Palatine, IL 60055-7439

DATE: August 1st, 2020.

COOKIE NOTICE

This cookie notice provides you with information about how we use “cookies”, or, similar technologies, on our websites, applications and other services (each, a “Service”) to enable us to understand how you interact with our products, to show personalized advertisements on our website and other websites, to improve your experience, and to allow you to use certain features, such as sharing content via social networks or other communications channels.

This notice also provides information about how third parties may use such technologies in association with the operation of our Services.

About this Cookie Notice

This cookie notice applies when you use any of our Services that refer or link to this notice. This notice may be supplemented by additional cookie notices, or terms, provided on certain areas of the Service or during our interactions with you.

Use of Cookies

Cookies are small pieces of data (text files) that are placed on your computer or device by websites that you visit or applications you use. Cookies are widely used in order to make websites and applications work, or work more efficiently, and help them remember certain information about you, either for the duration of your visit (using a “session” cookie) or for repeat visits (using a “persistent” cookie).

Below provides an overview of the first and third party cookies we use within our Services. We classify cookies in the following categories:

Strictly Necessary Cookies

Functional Cookies

Performance Cookies

Targeting Cookies

The categories of cookies used on this website are as follows:

Strictly necessary cookies: These cookies do not store any directly identifiable information. However, they are necessary for the Service to function. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser to block or alert you about these cookies, but without these cookies, some or all of the services you have asked for may not function properly.

None.

Performance cookies: These are analytics and research cookies that allow us to count visits and measure traffic, so we can measure and improve the performance of our Services. They also help us to know which pages are the most and least popular, and see how visitors move around the site or application. This helps us to improve the way our Services work and improve user experience. You can set your browser to block or alert you about these cookies. Blocking these cookies will not affect the service provided you.

Mixpanel Analytics Tracking – User Analytics Tracking

Google Analytics and Tag Manager – User Analytics Tracking

Cloudinary – Caching image and video information for faster load times

New Relic – server performance and logs

FontAwesome – improved load time for custom fonts and icons

Functionality cookies: These cookies allow our Services to provide enhanced functionality and personalization such as remembering the choices you make and your account preferences and to provide enhanced, more personal features. These cookies may be set by us or by third-party providers whose services we have added to our pages. You can set your browser to block or alert you about these cookies, but without these cookies, some or all of the services you have asked for may not function properly.

Everyday Speech Application – User identification information, plan and settings data, session tokens to validate users.

Freshchat Messenger – User communication with support and access to help articles

Everydayspeech.com – cookies for saved games

Everyday Speech Application – App features and user settings data to provide a better user experience – including showing and hiding alerts, new content messages, and specific FAQ.

Targeting Cookies: These files, or, code may be included, either directly or from our advertising partners, on our website, in our emails, or, mobile applications to record how you interact with us, to help us better analyze and

improve our services to you, and will use this information to make the website, and, any advertising displayed to you more relevant to your interests. You can set your browser to block or alert you about these cookies. Blocking these cookies will not affect the service provided you, but will limit the targeted advertising that you will see, or limit our ability to tailor the website experience to your needs.

Google–DoubleClick.net user tracking

How to refuse the use of cookies

You can prevent your browser from accepting certain cookies, have the browser require your consent before a new cookie is placed in your browser, or block cookies altogether by selecting the appropriate settings on your browser privacy preferences menu.

The links below will help you find the settings for some common browsers (please note that we are not responsible for the content of external websites):

Manage cookie settings in Chrome and Chrome Android and Chrome iOS

Manage cookie settings in Safari and Safari iOS

Manage cookie settings in Firefox

Manage cookie settings in Internet Explorer

Manage cookie settings in Opera

For all other browsers, or, for alternative advice, help may be sought by visiting www.allaboutcookies.org, or, via your device user manual, or, online help files.

Third Party Web Advertising Services

Our Services may use third party advertising services, particularly within our marketing or free content sites, for the purposes of analyzing visitor / customer site interactions including interactions with our online marketing campaigns, attribution purposes to link ecommerce purchases to our brand, and advertising

For more information including how to opt-out, please see below:

Third Party Provider

Google Ads

Google Ad-Tech Vendors

Opt-out

Google Ads is an online advertising platform that we use to promote our events, online content and services on Google Search, YouTube, and other sites across the web. Google Ads is also used by some advertisers to buy adverts that appear on our Sites.

Google Analytics

Opt-out

We use Google Analytics to provide site visitor measurements and statistics as well as personalized advertising.

Alternatively, you may opt-out of third party web advertising services via the opt-out tools found atoptout.networkadvertising.org.

Please note that clicking the above links will redirect you to a third-party website. We are not responsible for the content of external websites.

You can also configure your web browser to delete and / or block the use of cookies for any third party.

Opting out of advertising cookies will not remove advertising from the pages you visit; instead it means the ads you will see may not be matched to your interests.

Changes

We will update this cookie notice from time to time. Any changes will be posted on this page with an updated revision date. If we make any material changes, we will provide notice through the Service or by other means.

Contact

For more information on our collection and use of the personal information, including details regarding your rights or contact details, please refer to our Privacy Policy.

Where it applies, you may also lodge a complaint with the data protection authority in the applicable jurisdiction.

DATE: August 1st, 2020

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

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

Everyday Speech LLC

BY: Caleb Brunell Date: 06 / 15 / 2021

Printed Name: Caleb Brunell Title/Position: Co-founder

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the [_____] and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

BY:

By: Jordan Stephen
Printed Name: Jordan Stephen

Date: 2022-09-15
Title: Director of Technology

SCHOOL DISTRICT NAME: Lincolnwood SD 74

DESIGNATED REPRESENTATIVE OF LEA:

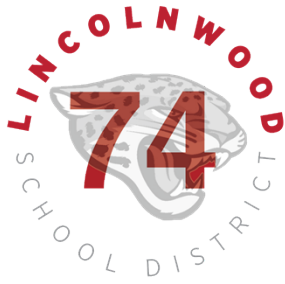
Name: Jordan Stephen

Title: Director of Technology

Address: 6950 N East Prairie Rd

Phone: 847-675-8234

Email: jstephen@sd74.org



Executive Summary Finance Committee Meeting

DATE: December 15, 2022

TOPIC: QuaverEd, Inc. Music Program

PREPARED BY: Dominick Lupo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

QuaverEd, Inc. Music is a technology-based music curriculum that will give our music teachers across the district an excellent resource to build lessons, customize lessons, and to build activities that create excitement and engagement for our students. This resource is completely web-based, and offers curriculum and lesson planning tools in an engaging platform that is compatible with our students' individual devices, and the lessons are also compatible with our new BenQ boards. The lessons and tools are designed with engagement in mind, and once our teachers become even more familiar with all of the tools available, students will begin to not only engage with music topics and standards, but they will also find themselves creating music using notes on scales and interactive instruments. Currently, our music teachers are using a free version of this program, and they are excited about the opportunity to unlock the full capabilities of the program with an official subscription.

District Legal Counsel reviewed the Terms and Conditions and presented an amendment that the QuaverEd, Inc. integrations manager, Jeffrey Bond, agreed to and signed.

Counsel also offered an opinion and document related to the National Data Privacy Agreement (IL-NDPA) necessitated by the Student Online Personal Protection Act (SOPPA). QuaverEd Inc. agreed to our requests and also signed the provided NDPA.

Fiscal Impact:

\$840 per music teacher in our district. We have three total general music teachers, leading to a final cost of \$2,520 for three, 12-month subscriptions.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this quote from QuaverEd, Inc. in the amount of \$2,520 for a one-year subscription from January 16, 2023 to January 16, 2024.



Quote

Lincolnwood School District #74

Date: 11/7/2022

Attn: Dominick Lupo

License Length: Expires 1/1/23-1/1/24

Item Description:	Quantity	Unit	Total
Quaver's K-2 Music Curriculum Resources	1	\$840.00	\$840.00
Quaver's 3-5 Music Curriculum Resources	1	\$840.00	\$840.00
Quaver's 6-8 Music Curriculum Resources	1	\$840.00	\$840.00
Quarterly Content Updates			INCLUDED
Live/Virtual Professional Development Training			INCLUDED
SSO Integration/Class Rostering			INCLUDED
Student Access to Student Resources			INCLUDED
24/7 Access to 50+ Hours of Online Resources/PD			INCLUDED
		SALES TAX	*SEE NOTE

Total \$2,520.00

***Sales Tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase.**

Includes all of the following elements:

- Customizable Lesson Plans
- Lesson Plan Presenter
- Teacher GradeBook
- Auto-Graded Assessments
- ClassPlay
- Bach's Brain
- World Music
- Unlimited Student Accounts
- Online Quaver Classrooms
- Virtual Training Program

Proposal valid for 90 days.

**QuaverEd.com
65 Music Square West
Nashville, TN 37203
866.917.3633**

Matt Hollis
Director of Sales
MattHollis@QuaverEd.com
629.702.7380



Terms and Conditions

Thank you for landing here at QuaverEd.com - we're excited to be a part of your *Seriously Fun* educational journey! Thank you!

This is the serious part—the Terms and Conditions. Read them carefully as they provide important information. Please only create a QuaverEd account or otherwise use the QuaverEd resources if you agree to be legally bound by all terms and conditions herein. Your acceptance of these Terms and Conditions creates a legally binding contract between you and QuaverEd.

VERY IMPORTANT: QuaverEd is designed for PK-8th grade educators around the world! Each QuaverEd licensed user must create an individual educator account that is not to be shared with others. Educators, school administrators, school district personnel, or other responsible parties may create student accounts linked to the teacher account—but QuaverEd does not market, collect, or otherwise advertise to students under the age of 18.

All QuaverEd resources comply with applicable law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA). In compliance with COPPA, QuaverEd never collects PII directly from any user under the age of 13 without the explicit consent of an authorizing adult such as the teacher, district representative, or guardian. If you are a parent, guardian, educator or other authorizing adult and believe that your child or student under the age of 13 has provided Quaver with personally identifiable information without your authorization, please notify PrivacyDirector@QuaverEd.com so that we can immediately delete the information from our servers. For more information about our privacy policy, please click [here](#).

Unauthorized commercial or other misuse of QuaverEd curriculum resources may result in the cancellation of your account.



Account Creation, Maintenance, Term:

Account Creation & Maintenance: In order to access QuaverEd resources, you are required to provide certain information (such as name, e-mail, school district, etc.). You agree that any information you provide will always be accurate and complete, and you agree to update any such information if it changes. Further, you agree that you will not register under more than one email address in an attempt to subvert our preview account access limits.

Email Permissions, WhiteListing: For the duration of your license term, you agree that QuaverEd can send you weekly emails with teaching tips and any tech updates related to your specific license, as well as important information related to your account, access, and functionality. Further, you agree that QuaverEd can send you periodic emails related to new services, curricula, and content available in support of providing high quality resources for skills-based instruction for students in PK-8th grade. Email permissions can be updated by the Licensee. The Licensee agrees that it will request @QuaverEd.com be whitelisted to ensure that emails, codes, and accessibility are not hindered by district email filters. QuaverEd agrees that it will **never** sell your data or email to any other company or organization.

Confidentiality of Information: You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the QuaverEd resources and you are responsible for all activities that occur under your account(s). You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you. If you become aware of any unauthorized use of your password or of your account, you agree to notify QuaverEd immediately at info@QuaverEd.com.

Term: The effective license duration for each Licensee (also referred to as the “Term”) shall be noted on the User’s invoice as well as within the site license User Information profile. In most instances, our license terms are July 1–June 30, to correspond with the academic year.

Licensing Fee: The price for each Licensee’s license “Licensing Fee” is referenced on the Licensee’s invoice. License fees do not include applicable sales or use taxes or book depository fees (where applicable), or credit card merchant fees (convenience payment fees) and which shall be separately stated on the price quote or invoice and

borne by the Licensee, unless the User is Tax Exempt or other conditions apply. QuaverEd reserves the right to adjust prices. Any price changes shall be communicated at least 120 days prior to the change going into effect.

Tax Exemption: Licensee of Curriculum Resources are generally understood to be schools, libraries, and other tax-exempt organizations. It is the duty of the Licensee to maintain its tax exempt status. Tax exempt certificates are requested at the time of purchase in order to verify Tax Exempt Status.

Data Integrations: While data integration (Single Sign On or Rostering) is not a requirement of using QuaverEd licenses, should a district elect to enroll in our Single Sign On, Rostering, or Integrations services, QuaverEd provides robust support for such an integrated experience. It is important for Licensee to understand that the QuaverEd license can be completely accessed and utilized without any type of district integration. QuaverEd cannot control or dictate to District IT offices their workflow in making QuaverEd resources available within a District platform. Due to high volumes, requests for Data Integrations received between July and September can take 3–5 weeks to complete, so educators should also be aware that they can access their account natively (from the QuaverEd.com site). For more on available integrations visit this article: <https://help.quavered.com/integrating-with-quavered/>.

Data Integrations or Data Transfer Fee: QuaverEd licenses are fully functional without an integration into District SSO systems. For information on the integrations we support, you can visit <https://www.quavered.com/systems-integrations/>. For supported platforms, QuaverEd provides technical support both for district SSO integrations and student rostering. Should a license holder or district require subsequent integrations (beyond the first integration, typically caused by a district changing service providers mid-license term) or a license holder request exports of data sets or special data sets, there may be a fee incurred. Our standard employee billing rate is \$125 / hour for technical services such as custom data extraction or integrations services beyond the initial service. We will communicate any conditions warranting a fee-for-service in advance of providing such service and seek budget approvals before beginning any work.

Training Fees: Licenses include access to hundreds of on-demand training resources, recorded and live webinars and training sessions, blogs, weekly tips, social media ideas, and other wrap-around-services to ensure users can make the most of their QuaverEd license. Custom training packages are available for purchase in addition to these offerings.



Customer Service Hotline: QuaverEd agrees to maintain a Customer Service Hotline, staffed by trained professionals, during the school year from 7 AM CST to 6 PM CST.

Unplugged Kits: Licenses may contain access to offline resources created for the instances where Internet access is unavailable - including printables, song downloads, and “unplugged” kits. The term of these Unplugged Kit resources coincides with the term of the Licensee Licenses and shall not be used following expiration of the term of the license. For the avoidance of doubt and to absolve the Licensee from any accidental use or re-use, the unplugged kit (USB drive), mp3s downloaded or other printables downloaded through the license access should be returned to QuaverEd or destroyed following the license expiration date.

A Cloud-Based Software Product:

Licensee acknowledges that the purchase of QuaverEd resources requires computer hardware, Internet with appropriate bandwidth/capacity, and projection or smartboard equipment that complies with the minimum standards to realize the full benefits for classroom use. System Requirements are available at <https://help.quavered.com/technical-support/system-requirements/>. The purchase of QuaverEd resources does not include any hardware or separate software products that may be shown in demonstrations, tutorials, or trainings, other than agreed otherwise in writing. Licensee agrees that they may need to work directly with their district IT office to whitelist Quaver sites in order to ensure better bandwidth prioritization by the district, and to ensure that emails, codes, and accessibility are not hindered by district filters.

Intellectual Property, Ownership, Creative Works:

Intellectual Property: QuaverEd is the sole and exclusive owner of our curriculum resources—owning all legal rights, title, and interest in our creative works including ownership to all intellectual property rights worldwide. This includes art, graphics, songs, sounds, voiceovers, design, training videos, teaching videos, and the code and systems created to build, support, and upgrade our resources. Reproduction of such material outside the QuaverEd platform is prohibited. Attempting to license, sublicense, copy, duplicate, distribute, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the QuaverEd Resources (including, without limitation, the reproduction, sale, trading or resale of lessons or guides customized by other QuaverEd licensees) is strictly prohibited without

our prior written agreement. Original QuaverEd songs used for school plays, recitals, or school (non-commercial) functions are permitted - so long as QuaverEd is credited in the school playbill, social media, or other avenues for crediting QuaverEd as the lawful intellectual property owner. We believe this is yet another teaching opportunity for students to understand that careers in creative works; coding, illustration, design, audio engineering, song writing, music making, and other forms have value. Crediting creators matters.

Song Downloads: As part of an active license for QuaverEd resources, licensees can download certain MP3 files for use only in rehearsals and live school-related performances. Not available for download are all copyrighted songs that QuaverEd has licensed for streaming purposes only. Once downloaded, the MP3 files can be used in school performances or for teaching content, but remain the property of QuaverEd. Upon the termination of the License, the Licensee agrees to delete all MP3 files that have been downloaded (see Unplugged Kits, above). Moreover, the Licensee agrees not to copy or share these files with any other persons or organizations.

Limited License of Certain Commercially-Available Songs: Among the thousands of original recordings, interactives and resources within QuaverEd curriculum resources, there are a handful of licensed commercially-available songs. Our license of these songs is consistent with their intended, classroom use. For teachers wishing to use these songs in a way other than their licensed use within our curriculum (such as for a school performance), an assignment may be required from the licensing entity. Please contact us at Info@QuaverEd.com for avoidance of doubt in any school performances which may be recorded by parents.

Creation of New Resources by Licensed Users: Notwithstanding the foregoing, the QuaverEd platform includes functionality that allows licensees to create new content, make recordings, edit original content, add, annotate or otherwise edit some QuaverEd resources. These activities are permitted to the extent they are enabled within the QuaverEd license, provided that such teacher-customized content is used solely for educational purposes. Unauthorized use of QuaverEd content may give rise to a claim for damages and be a criminal offense. No materials copyrighted by a third party are allowed to be imported into the QuaverEd resources without permission from that party (or through acceptable use of public domain works, as determined by the Licensee). QuaverEd is not responsible for any infringement of intellectual property by its users.

Ownership of Works Created by Licensed Users or Students: Licensee may use the QuaverEd platform to create assignments or request assignments from students. To the extent permitted by the platform functionality, the derivative work created which can be downloaded (for example ringtones, compositions, or mp3s) can remain the property of the Licensee or the student beyond the life of the license.

Intellectual Property Claims of Others: Should QuaverEd be contacted by the owner of a song or other material uploaded by a licensed user into our platform (non-QuaverEd material), it is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Please note that you will be liable for damages (including costs and attorneys' fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

Modifications by QuaverEd

Modification of Resources for Technical Reasons: From time to time, QuaverEd will need to modify resources in order to ensure they are properly functioning with updates to operating systems, browser design, hardware changes, and other technical issues beyond our control. These modifications will be made and patched regularly to ensure the proper functioning of the QuaverEd resources. Any significant functionality changes will be accompanied by notice through our email and other communications channels, with training videos provided where applicable.

Other Modification of Resources or Content: QuaverEd will continually assess content through various educational lenses in an effort to ensure resources are free of bias or prejudice. Our commitment to equity, diversity, and inclusion—and details on our resource review process—are available at <https://www.quavered.com/equity-diversity-and-inclusion/>. Any resources removed or altered for these reasons will be announced through the QuaverEd blog with sufficient time provided for educators to make alternative arrangements in their teaching approach or practice prior to the removal of the resources. In order to reduce disruption to school-year plans, we endeavor to make any changes in content which necessitate removing resources from our platform in the summer. We will continue to add, increase, and enhance the quality and content



available through QuaverEd licenses throughout the school year. We welcome feedback on this practice or further questions, which can be addressed to QuaverEd DEI Committee and emailed to info@QuaverEd.com.

Modifications due to Change in Applicable Law: QuaverEd shall have the right to modify the terms of this agreement, as needed (as reasonably determined by QuaverEd), in order to comply with Federal COPPA and FERPA laws or any other relevant legislation, including but not limited to any state or federal privacy laws or other laws governing use of educational materials for minor children.

Acceptable Use

No Unlawful Activity: As a condition of use by the Licensee of the QuaverEd Resources, you will not use the QuaverEd resources for any unlawful purpose. You will not upload any materials that are threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate for the profession of educating children in grades PK-8. You may not use the QuaverEd resources or platform in any manner that, in our sole discretion, could damage, disable, overburden, impair or interfere with any other licensed party's use of them. In addition, you agree not to use false or misleading information in connection with your licensed account, and acknowledge that we reserve the right to disable any Licensee's account with a profile which we believe (in our sole discretion) is false or misleading.

Messaging, Chat, Communications Features: The QuaverEd platform provides several communication tools, including video record (teacher and student record) and teacher-student chat mechanisms. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i). is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii). infringes any trademark, copyright, trade secret, or other proprietary right of any party; or (iii). attempts any type of unauthorized advertising. QuaverEd does not accept any liability for the unauthorized actions of licensed users. QuaverEd is not responsible for filtering or monitoring use by Licensee of chat or messaging features between Licensee and students for whom they are responsible.



Privacy Policy

QuaverEd’s Privacy Policy: Our privacy policy can be reviewed at <https://www.quavered.com/privacy-policy/> (the “Privacy Policy”). It describes the collection, use and disclosure of data and information (including location and usage data) by QuaverEd in connection with the QuaverEd resources. The Privacy Policy, as may be updated by QuaverEd from time to time in accordance with its terms, is hereby incorporated into these Terms and Conditions.

Product Warranty, Disclaimer of Warranties

QuaverEd warrants to the Licensee that the Service purchased hereunder shall be free from defects in materials and workmanship and shall conform in all material respect to the specifications, provided the Service in question has been used in accordance with ordinary industry practices and conditions. QuaverEd also warrants that it owns or has licensed all copyrighted Material or that the Material is in the public domain. QuaverEd does not warrant that the operation of the online service will be uninterrupted or error free, though currently the QuaverEd sites have 99.95% uptime.

Licensee acknowledges that his/her use may be interrupted or constrained by bandwidth restrictions by the school's Internet provider, firewalls, server malfunctions, and other problems. Whenever possible, QuaverEd will forewarn all license holders of any planned outage for maintenance or acknowledged technical problems. The foregoing express warranties are limited to QuaverEd and are not transferable and are in lieu of any other warranty by QuaverEd with respect to Services furnished hereunder. Quaver grants no other warranty, or fitness for a particular purpose, either express or implied.

Commitment to Continuous Improvement: We reserve the right to anonymously track and report any Licensee activity inside of the QuaverEd resources using non-personally identifiable information as more fully discussed in our [Privacy Policy](#). We utilize this data to continually improve our services, balance server load, and for other technical needs such as browser configuration or anticipation of challenges presented to licensed users by hardware, software or other manufacturers supplying services to the Licensee.

Termination

We may, at our sole discretion, suspend or terminate the Licensee's access to all or part of the QuaverEd resources for any reason, including, without limitation, for breach of these Terms and Conditions. QuaverEd will notify users whose license has been terminated, and provide as much information as is legally permitted related to the reason for QuaverEd's termination of the Licensee's access.

Breach of Agreement: In the event that QuaverEd verifies any actions by an Licensee to intentionally breach the Terms and Conditions of this agreement, such actions will be grounds for immediate termination of the license(s) of the Licensee. Termination will become effective on written notice from QuaverEd to the Licensee. No refunds or credit for the unused term of the license(s) will be granted. Further action by QuaverEd to recover additional costs of the breach may be initiated.

Failure of Quaver to Perform: In the event Licensee believes that QuaverEd has failed to perform under the Terms and Conditions of this agreement, the Licensee is required to give written notice to QuaverEd and allow 30 days to correct the problem. If the problem is not corrected within 30 days, the Licensee will receive a refund for the unused portion of the license term.

Non-Payment: If the Licensee does not pay QuaverEd within 60 days of the due date of the payment for the Licensee's licence, QuaverEd may suspend the license until such payment is made. Timely notice will be provided of pending suspension for non-payment.

Bankruptcy: This Agreement shall terminate, without notice, (i) upon the filing by or against either party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business, (iv) in the event of QuaverEd's bankruptcy or insolvency, the company will endeavor to provide a server consisting of all currently licensed materials purchased by the Licensee in order to support the Licensee through the remainder of the license term.

Miscellaneous

Transfer of Rights to Successors: The rights and obligations of either party shall not be transferable without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. All obligations of the parties herein shall be binding upon their respective successors or assignees.

Jurisdiction for Disputes: Unless otherwise agreed with the District of the Licensee, this agreement shall be governed by, and its terms shall be construed in accordance with, the laws of the state of Tennessee or, if Federal, in the jurisdiction of the U.S. Court of the Middle District of Tennessee.

Indemnification: To the extent permitted by law, QuaverEd and Licensee hereby indemnify the other and save and hold the other harmless from any and all claims, causes of action, damages, liabilities, costs, losses, and expenses (including legal costs and reasonable outside attorneys' fees) arising out of or connected with any claim, demand or action which is inconsistent with any of the warranties, representations, covenants, or agreements such party has made in this agreement including but not limited to any claim brought by a Participating Student (or the student's family) or any third party as a result of a failure of Licensee to obtain a valid parental consent/waiver which duly authorizes the Participating Student's use of the Services and/or Materials associated with the Licensee's license.

No Waiver: No waiver or breach of any term or condition of this Agreement shall be construed as a waiver of any other breach of such term or condition, or of any other term or condition, nor shall any failure to enforce any provisions hereunder operate as a waiver of such provision or any other provision hereunder.

Enforceability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.



Force Majeure Event: In the event of an event or circumstance beyond the reasonable control of QuaverEd such as an act of God; strike, lock out or other industrial or trade disputes impacting service delivery (whether involving employees of QuaverEd or a third party); war, threat of war, terrorist act, revolution, riot, civil commotion, public demonstration, sabotage, vandalism; cyber-security attack which could not be prevented by generally-accepted industry best practices, attack to servers, power failure or explosion, governmental restraint of business operations by local, state or federal authorities, natural disasters or weather related emergency conditions (lightning, fire, storm, flood, earthquake) QuaverEd shall not be liable for failure of the site to operate and any clauses related to up-time, speed, or deliverability of services shall not be in effect during the Force Majeure event.

By using the QuaverEd site, the Licensee understands, acknowledges, and agrees to the Terms and Conditions of this Agreement.

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

For the previous version of our terms and conditions, please visit:
www.QuaverEd.com/TermsandConditionsOld

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

This Amendment is entered into as of August 5, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and QuaverEd, Inc. (“QuaverEd”) pursuant to the Quote dated November 7, 2022, and the Terms and Conditions (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. QuaverEd shall not materially modify or amend the Agreement (see <https://www.quavered.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 QuaverEd prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. QuaverEd 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. QuaverEd 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 QuaverEd 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, QuaverEd shall also maintain all student data obtained from School District in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein “SOPPA”). In accordance with SOPPA, the School District has separately executed an IL-NDPA Agreement with QuaverEd.

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

QUAVERED, INC.

By: _____

By: Jeffrey Bond

Its: _____

Its: Jeffrey Bond - Integrations Manager

Date: _____

Date: 12/2/2022

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

and

Provider

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:

[], located at [] (the “Local Education Agency” or “LEA”) and
[], located at [] (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: _____ Title: _____

Address: _____

Phone: _____ Email: _____

The designated representative for the Provider for this DPA is:


Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

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

LEA:

By:  _____ Date: _____

Printed Name: _____ Title/Position: _____

Provider:

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

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**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

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

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

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

ARTICLE VI: GENERAL OFFER OF TERMS

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

ARTICLE VII: MISCELLANEOUS

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

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

EXHIBIT "A"
DESCRIPTION OF SERVICES

EXHIBIT "B"
SCHEDULE OF DATA

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

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

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

EXHIBIT "C" DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

[_____]

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

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

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

[_____]


3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By [_____]

4. Signature



Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

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

PROVIDER:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the _____ and _____

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

Subscribing LEA:

BY:  _____ Date: 12/5/22

Printed Name: Dominick Lupo _____ Title/Position: Assistant Superintendent

SCHOOL DISTRICT NAME: Lincolnwood School District 74 _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

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

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

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

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

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

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between _____ (the "Local Education Agency" or "LEA") and _____ (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

as a result of the security breach; and

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

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

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

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

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

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

14. DPA Term.

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

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

EXHIBIT "H"
Additional Terms or Modifications
Version _____

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

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



Executive Summary Finance Committee Meeting

DATE: December 15, 2022

TOPIC: Raptor Technologies, LLC Subscription Agreement

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District's Agreement with Raptor Technologies, LLC is up for renewal. The District has used Raptor's Visitor Management System for the past 8 years to enhance building security by checking a visitor's government issued photo ID against national databases of registered sex offenders as well as a custom list of prohibited persons and the system provides temporary badges that identify the visitor's name, date, and purpose of visit.

During our communications with Raptor Technologies, they informed us that all customers are being asked to sign new contracts with the organization. Legal Counsel has reviewed the new contract and purchase and subscription agreement and has authored an amendment for Raptor Technologies to sign. This amendment covers arbitration, indemnification and limitation of liability clauses. The vendor has agreed to these terms and has signed these documents. Counsel did indicate that if the district decides to integrate Raptor with the district's Students Information System, then at that point the District would need to include a new contract or NPDA that would address SOPPA concerns.

Fiscal Impact:

\$3,125 (\$625 per location) for the usage and support of the Raptor Technologies Product.

The District paid Raptor Technologies, LLC \$2,975 in 2021-2022

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the Agreement with Raptor Technologies, LLC for Visitor Management System in the amount of \$3,125 from February 1, 2023 to January 31, 2024.



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT TERMS AND CONDITIONS

The Parties agree that their contractual relationship with respect to the Raptor Services and Raptor Subscription Services will be governed by (1) these Terms and Conditions (the “Terms”), (2) the applicable Purchase and Subscription Services Agreement (each, a “Subscription Agreement”), and (3) all Invoices and exhibits, schedules and terms and conditions referenced by or in the Terms and Subscription Agreement(s). Unless otherwise specified, capitalized terms in these Terms have the same meaning as those in the Subscription Agreement.

1. DEFINITIONS

1.1 “Access Credentials” means login information, passwords, security protocols, and policies through which Users access the Raptor Services.

1.2 “Customer Content” means all data, information and materials (a) collected via Customer’s and Users’ use of the Raptor Services or Raptor Subscription Services and transmitted to Raptor; and (b) otherwise provided by Customer to Raptor under this Agreement.

1.3 “Documentation” means the documentation, user manuals, help files and videos, and other materials that describe the features, functions and operation of the Raptor Services or Raptor Subscription Services.

1.4 “Intellectual Property Rights” means all forms of industrial and intellectual property rights and protections throughout the world, including any: (a) patents, patent applications, and inventions (whether or not patentable); (b) copyrights and other works of authorship; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets, know-how, and rights in confidential information; (e) rights in software, databases and designs; (f) moral rights, rights of privacy, rights of publicity, and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired arising under statutory or common law, including all applications, disclosures, and registrations with respect thereto.

1.5 “Raptor Platform” means the online software-as-a-service platform to which Customers connect to access Raptor software solutions and associated services.

1.6 “Raptor Services” means the provision of access to any portion of the Raptor Platform and its software solutions including integrations with third-party or Customer software and hardware provided by Raptor. References to any Raptor Services include the associated Documentation.

1.7 “Raptor Subscription Services” means specified professional or managed services offered to Customers on a recurring annual basis.

1.8 “Invoice” means an invoice, executed by both Parties, that sets forth the Raptor Services or Raptor Subscription Services

ordered, the schedule of payments and any unique additional terms.

1.9 “Users” means employees or contractors of Customer who are authorized to access the Raptor Services using a user identifier and password provided to Customer by Raptor or set up by Customer.

2. UPDATES

2.1 Updates. During the Term, Raptor shall supply Customer, without charge, any revisions, corrections, and upgrades of the Raptor Platform or Raptor Subscription Services that are made generally available by Raptor to its other customers free of charge (“Updates”).

3. SERVICES

3.1 Restrictions. During the Term and thereafter, Customer shall not, and shall not permit any of its Users or any third parties to, directly or indirectly: (a) act as a reseller or distributor of, or a service bureau for, the Raptor Platform or Raptor Subscription Services, or otherwise use, exploit, make available or encumber any of the Raptor Platform or Raptor Subscription Services to or for the benefit of any third party; (b) use or demonstrate the Raptor Platform or Raptor Subscription Services in any other way that would be competitive with Raptor; (c) reverse engineer, disassemble or decompile the Raptor Platform, or attempt to derive the source code or underlying ideas or algorithms of any part of the Raptor Platform; (d) remove any notice of proprietary rights from the Raptor Platform or Raptor Subscription Services; (e) copy, modify, translate or otherwise create derivative works of any part of the Raptor Platform or Raptor Subscription Services; (f) use the Raptor Services in a manner that interferes or attempts to interfere with the proper working of the Raptor Services, or any activities conducted in connection with the Raptor Services, including bypassing or attempting to bypass any privacy settings or measures used to prevent or restrict access to the Raptor Services; (g) use or allow the transmission, transfer, export, re-export or other transfer of any software, technology or information forming a part of the Raptor Services in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; or (h) use the Raptor Services to share or store inappropriate materials, including (i) materials containing viruses or other harmful or malicious code; (ii) copyrighted materials to which Customer does not have sufficient rights; or (iii) other materials

prohibited by applicable international, federal, state, or local laws and regulations.

3.2 Access Credentials. Customer will safeguard, and ensure that all Users safeguard, the Access Credentials. Customer will be responsible for all acts and omissions of Users. Customer will notify Raptor immediately if it learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security.

3.3 Customer Obligations. Customer will be responsible for obtaining and maintaining, at Customer's expense, all of the necessary telecommunications, computer hardware, software, and internet connectivity required by Customer or any User to access the Raptor Services from the internet. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Raptor Services, and notify Raptor promptly of any such unauthorized use known to Customer. Customer will be responsible for providing information and data necessary to provide the services and assist in scheduling training and other related events to deliver the services.

3.4 Reservation of Rights. As between Customer and Raptor, all right, title and interest, including all Intellectual Property Rights, in and to the Raptor Platform and Raptor Subscription Services are owned exclusively by Raptor. Except for any Customer Content, all work product or services provided or developed pursuant to this Agreement or any Invoice (including any modifications and improvements to any Raptor Platform and Raptor Subscription Services pursuant to Section 3.6 (Continuous Development) and any intellectual property developed pursuant to Section 3.7 (Professional Feedback) below), and all intellectual property and other proprietary rights derived therefrom, will be the sole and exclusive property of Raptor.

3.5 Continuous Development. Customer acknowledges that Raptor may continually develop, deliver and provide to Customer, at Raptor's sole discretion, on-going innovation to the Raptor Platform and Raptor Subscription Services in the form of new features, functionality, services and efficiencies. Accordingly, Raptor reserves the right to automatically modify the Raptor Platform and Raptor Subscription Services from time to time. Some modifications will be provided to Customer at no additional charge. Raptor may condition the implementation of other modifications on Customer's payment of additional fees, provided Customer may continue to use the version of the Raptor Platform and the Raptor Subscription Services that Raptor makes generally available (without such features) without paying additional fees.

3.6 Support. During the Term, Raptor shall use commercially reasonable efforts to provide the services necessary to remedy any software function on the Raptor Platform that does not operate in substantial conformance to the Documentation (an "Error"). Raptor's technical support staff shall provide Customer with email and telephone consultation during the hours of 7:00 a.m. through 5:00 p.m. US Central Time, Monday through Friday, except holidays recognized by the United States

federal government. Such consultation shall include technical advice concerning the use and operation of the Raptor Services, including clarification of functions and features of the Raptor Services, and clarification of documentation, as well as Error verification, analysis, corrections and workarounds. All services provided hereunder shall be provided remotely from Raptor's place of business or such other locations designated by Raptor. In furtherance of this Section 3.6, Customer will identify not more than two (2) technically proficient contacts to act as the primary liaisons responsible for all communications with Raptor in connection with Raptor Services support issues

3.7 Feedback. Customer hereby grants to Raptor a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use and incorporate into the Raptor Services and Raptor Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including its Users, relating to the Raptor Services and Raptor Subscription Services.

4. CUSTOMER CONTENT

4.1 Customer Content. Customer is solely responsible for the accuracy, quality and legality of Customer Content. Customer will obtain all third-party licenses, consents and permissions needed for Raptor to use the Customer Content to provide the Raptor Services and Raptor Subscription Services.

4.2 Ownership. As between Customer and Raptor, Customer retains all right, title, and interest to the Customer Content. Customer grants to Raptor, on behalf of itself and its Users, a non-exclusive license to use the Customer Content as necessary for purposes of providing the Raptor Services and Raptor Subscription Services. Notwithstanding anything to the contrary herein, Customer agrees that Raptor has the right to collect, use and analyse any de-identified information derived from the Customer Content (collectively, the "De-identified Data") in the Raptor Services for Raptor's lawful business purposes, including to improve and enhance the Raptor Services, and for other development, diagnostic, and corrective purposes in connection with the Raptor Services. Raptor may disclose De-identified Data solely in aggregate form in connection with its business.

4.3 Raptor will maintain and enforce safety and physical security procedures with respect to its access and maintenance of all personal information that are (a) at least equal to industry standards for such types of personal information and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of personal information. Without limiting the generality of the foregoing, Raptor will encrypt personal information with industry standard encryption levels for the Raptor Services.

4.4 Raptor shall not retain, use, or disclose any personal data that constitutes "personal information" under the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, in each case, and amended from time

to time (“CCPA”), (“CA Personal Information”), for any purpose other than for the specific purpose of providing the Raptor Services and Raptor Subscription Services, or as otherwise permitted by CCPA, including retaining, using, or disclosing the CA Personal Information for a commercial purpose (as defined in CCPA) other than providing the Raptor Services and Raptor Subscription Services.

4.5 Raptor shall not (a) sell any CA Personal Information; (b) retain, use or disclose any CA Personal Information for any purpose other than for the specific purpose of providing the Raptor Services and Raptor Subscription Services, including retaining, using, or disclosing the CA Personal Information for a commercial purpose (as defined in the CCPA) other than provision of the Raptor Services and Raptor Subscription Services; or (c) retain, use or disclose the CA Personal Information outside of the direct business relationship between Raptor and Customer. Raptor hereby certifies that it understands its obligations under this Section 4.5 and will comply with them.

4.6 Raptor will process CA Personal Information only in accordance with Client’s instructions. By entering into this Agreement, Customer instructs Raptor to process CA Personal Information to provide the Raptor Services and Raptor Subscription Services. Client acknowledges and agrees that such instruction authorizes Raptor to process Personal Data (a) to perform its obligations and exercise its rights under the Agreement; (b) perform its legal obligations and to establish, exercise or defend legal claims in respect of the Agreement; (c) pursuant to any other written instructions given by Client and acknowledged in writing by Raptor as constituting instructions for purposes of this Agreement; and (d) as reasonably necessary for the proper management and administration of Raptor’s business.

4.7 Notwithstanding anything in the Agreement or any Invoice entered in connection therewith, the parties acknowledge and agree that Raptor’s access to CA Personal Information or any other personal data does not constitute part of the consideration exchanged by the parties in respect of the Agreement.

5. TERM, TERMINATION

5.1 Initial Term. Unless earlier terminated in accordance with the terms of this Section 5, this Agreement will become effective on the Effective Date and continue for the Initial Term per the Subscription Agreement (the “Initial Term”).

5.2 Renewal Terms. Following the Initial Term and except as earlier terminated as described below, this Agreement will automatically renew for successive one (1) year renewal terms (each, a “Renewal Term”) at the then current Annual Software Access Fee or Annual Services Subscription Fee, “Subscription Fee(s)”, unless either Party provides written notice to the other of its intention to allow the Agreement to expire at least 60

(sixty) days prior to the expiration of the Initial Term or the then-current Renewal Term. The Initial Term and all Renewal Terms will collectively be referred to as the “Term.”

5.3 Termination for Breach. Either Party may terminate this Agreement upon written notice to the other Party in the event the other Party commits any material breach of this Agreement and fails to cure such breach within 30 (thirty) days after its receipt of written notice of such breach.

5.4 Obligations on Termination. Upon expiration or termination of this Agreement all rights granted hereunder by Raptor and all obligations of Raptor to provide Raptor Services and Raptor Subscription Services will immediately terminate. Sections 1 (Definitions), 3.1 (Restrictions), 3.4 (Reservation of Rights), 3.7 (Feedback), 4.2 (Ownership), 5.4 (Obligations on Termination), 6 (Confidentiality), 7.3 (Exclusions), 8 (Indemnification), 9 (Limitations on Liability) and 10 (General) will survive termination of this Agreement. All fees for the Raptor Services and Raptor Subscription Services are nonrefundable. Without limiting the foregoing, no refunds or credits will be issued for partial periods of service, downgrade refunds or refunds for period unused periods in the event of termination under this Agreement, except in the case of Raptor’s infringement of a third party’s Intellectual Property Rights as outlined in section 8.1.

6. CONFIDENTIALITY

6.1 Definition. As used herein, subject to Section 6.2 (Exclusions) below, “Confidential Information” means any and all information or data, regardless of whether it is in tangible form, disclosed by either Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), that the Disclosing Party has either marked as confidential or proprietary, or that should be reasonably understood by the Receiving Party to be confidential due to the nature of the information disclosed or the circumstances surrounding disclosure. Raptor’s Confidential Information includes all information relating to the Raptor Services, Raptor Subscription Services and Customer’s Confidential Information will include the Customer Content (subject to Section 4.2 (Ownership)). In addition, the terms of this Agreement will be considered the Confidential Information of both Parties.

6.2 Exclusions. Notwithstanding the foregoing, information and data will not be deemed “Confidential Information” if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes generally publicly known except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to any Confidential Information.

6.3 Obligations. The Receiving Party will use commercially reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use or reproduction of, the Disclosing Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only such employees and agents of the Receiving Party on a need-to-know basis; provided in each case that such employees and agents are bound by a written agreement respecting such Confidential Information in accordance with the terms of this Section 7. In addition, Confidential Information may be disclosed to any competent authorities following a judicial order to do so.

7. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

7.1 General. Each Party represents and warrants to the other Party that it has all required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder. Raptor represents and warrants to Customer that Raptor will provide the Raptor Services and Raptor Subscription Services in a professional and workmanlike manner.

7.2 Background Checks. Background checks and Sexual Offender Checks, if applicable, performed using the Raptor Services are based on third party information made available to Customer as part of the Service. Raptor does not screen, monitor or modify the third-party information and does not guarantee or warrant the accuracy, integrity or quality of the third-party information. Customer understands and agrees that positive or false matches in background checks may not provide confirmation of an individual's background; background checks may return false-positive matches, where the database incorrectly returns a record containing a negative background for an individual who does not have a negative background, and false-negative matches, where the database does not return a record of a negative background for an individual who does have a negative background. Customer shall not use the Raptor Service background check functionality for any purpose other than to deny or permit access to Customer's premises. Use of such background check functionality is at Customer's own risk, and Raptor shall not be liable for any damages that result from such use. Raptor disclaims and Customer assumes all responsibility for determinations of an individual's registered sex offender or custom alert status based on the information conveyed in connection with the Raptor Services. Customer is solely responsible for such determinations and understands that information provided by Raptor is not intended to substitute for the determinations made by Customer and Customer's employees and contractors.

7.3 Exclusions. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 (GENERAL), THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES ARE PROVIDED

“AS IS” WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, SECURITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT RAPTOR DOES NOT WARRANT THAT THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, THAT THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES WILL YIELD ANY PARTICULAR RESULT. CUSTOMER AGREES THAT RAPTOR WILL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO THE CUSTOMER CONTENT OR CUSTOMER'S USE THEREOF. RAPTOR MAKES NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF ANY DATA. RAPTOR DOES NOT AND CANNOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR RESULTS OF THE USE OF THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES IN TERMS OF EFFECTIVENESS, ACCURACY, RELIABILITY, THAT CUSTOMER WILL BE SECURE AS A RESULT OF ITS USE OF THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES, OR OTHERWISE.

8. INDEMNIFICATION

8.1 Indemnification by Raptor. Raptor will defend at its expense any claim, suit or proceeding (each a “Claim”) brought against Customer by a third party based upon a claim that Customer's use of the Raptor Services or Raptor Subscription Services as contemplated by this Agreement infringes such third party's Intellectual Property Rights, and Raptor will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of any such Claim. If the use of any Raptor Services or Raptor Subscription Services by Customer has become, or in Raptor' opinion is likely to become, the subject of any claim of infringement, Raptor may at its option and expense (a) procure for Customer the right to continue using such portion of the Services as set forth hereunder; (b) replace or modify such portion of the Services to make it non-infringing so long as it retains at least equivalent functionality; or (c) if options (a) or (b) are not reasonably practicable, terminate this Agreement and provide a pro-rata refund of any amounts pre-paid. Raptor will have no liability or obligation under this Section 8.1 with respect to any Claim to the extent caused by (w) use of the Raptor Services outside the scope of this Agreement; (x) compliance with or use of designs, data, instructions or specifications provided by Customer (including the Customer Content); (y) modification of the Raptor Services by any person or entity other than Raptor without Raptor's express consent; or (z) the combination, operation or use of the Raptor Services with other applications,

product(s), devices, equipment, hardware, software, data or services not provided by Raptor.

8.2 Indemnification by Customer. Customer will defend at its expense any Claim brought against Raptor by any third party arising from (a) any Customer Content; (b) clauses (w) through (z) of Section 8.1 (Indemnification by Raptor) and (c) Customer's breach of Section 3.1, and Customer will pay all damages finally awarded against Raptor by a court of competent jurisdiction as a result of any such Claim.

8.3 Additional Terms. The foregoing indemnification obligations are conditioned upon the following: (a) the Party seeking indemnification will promptly notify the indemnifying Party of the applicable Claim, (b) the indemnifying Party will have the sole and exclusive authority to defend and/or settle any such Claim (provided that the indemnifying Party will not settle any such Claim without the other Party's prior written consent), (c) the Party seeking indemnification will reasonably cooperate with the indemnifying Party in connection therewith, and (d) the Party seeking indemnification may participate in the defense of any such Claim at its own expense.

9. LIMITATIONS ON LIABILITY

9.1 Disclaimer of Indirect Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL RAPTOR BE LIABLE FOR CUSTOMER'S PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9.2 Limitations on Liability. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY RAPTOR UNDER THE APPLICABLE INVOICES(S) DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE.

9.3 Exceptions. RAPTOR WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 8. THE PROVISIONS OF THIS SECTION 9 WILL APPLY TO ALL CLAIMS AGAINST RAPTOR IN THE AGGREGATE (NOT PER INCIDENT) WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED, ANY LIMITED REMEDY HEREIN IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE OR THE FORM OF THE CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, STATUTE,

TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY).

10. GENERAL

10.1 Force Majeure. Raptor will not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control.

10.2 Compliance with Laws. Without limiting the generality of the foregoing, Customer will not transfer, either directly or indirectly, the Raptor Services, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from Raptor and the appropriate United States agency and will otherwise comply with all other applicable import and export laws, rules and regulations. Each Party shall comply with all applicable laws and regulations in connection with its performance of its obligations and the exercise of its rights under this Agreement. Customer shall comply with all applicable data privacy and security laws in the treatment of personally identifying information of any third party obtained using the Raptor Services.

10.3 No Assignment. Customer may not assign this Agreement or any of its rights or obligations, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of Raptor, except that Customer may assign this Agreement, without the prior written consent of Raptor, to a corporation or other business entity succeeding to all or substantially all of the assets and business of Customer by merger or acquisition, provided that such corporation or other business entity assumes, in a writing delivered to Raptor, all of the terms and conditions of this Agreement. Any attempt by Customer to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing will be null and void.

10.4 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representatives of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.5 Relationship. The Parties are independent contractors. Nothing in this Agreement will be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

10.6 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable,

and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

10.7 Governing Law, Jurisdiction. This Agreement will be governed by the laws of the State of Texas without reference to its conflicts of law principles. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded. Any dispute or claim arising out of, or in connection with, this Agreement shall be finally settled by binding arbitration in Houston, Texas, in accordance with the Texas General Arbitration Act, Tex. Civ. Prac. & Rem. Code § 171.001 *et seq.* (“TAA”) and the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of Texas, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be confirmed, reduced to judgment and entered in any court of competent jurisdiction. The Parties agree that any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any Party.

10.8 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other Party and will be effective upon receipt. Either Party may change its address by giving notice of the new address to the other Party.

10.9 Use of Name and Logo. Customer agrees that Raptor may indicate that Customer is a Raptor customer on Raptor’s website and in its marketing materials. Any such attribution will be consistent with Customer’s style guidelines and requirements as communicated to Raptor.

10.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations.

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND RAPTOR TECHNOLOGIES, LLC

This Amendment is entered into as of January 12, 2023, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Raptor Technologies, LLC ("Raptor") pursuant to the Purchase and Subscription Services Agreement, effective date February 1, 2023, the Purchase and Subscription Services Agreement Terms and Conditions referenced therein, and Quote # Q6846 (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals, quotes, order forms, or services agreements, 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. In the event that Raptor modifies or amends the Agreement (see <https://raptortech.com/wp-content/uploads/2022/05/Raptor-Online-Terms-and-Conditions-Form-May-2022.pdf>) the terms of this Amendment will prevail if in conflict.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. The Agreement will expire unless the School District provides notice of renewal at least sixty (60) days prior to the expiration of the initial term. If School District provides such renewal notice, the Agreement will be renewed at the then current Annual Subscription Service Fee(s).
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 Raptor prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Raptor acknowledges and agrees that the Agreement and pricing 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. Raptor 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 Raptor waives any objection that this venue is not convenient. Any references to binding arbitration shall be deleted from the Agreement.
5. **Compliance with All Laws.** Raptor shall maintain all data in accordance with applicable federal and Illinois laws. Based on the School District's current license and usage of Raptor Visitor Management, the parties agree that this Agreement is not covered under the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein "SOPPA"). In the event of any changes to the School District's license or usage or any

amendments to SOPPA, the parties acknowledge that an additional contract amendment governing SOPPA compliance may be required by law.

6. **Insurance and Indemnification.** During the term of this Agreement and any renewal thereof, Raptor shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on such policy. Raptor shall indemnify and defend School District, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach as a result of negligent or intentional acts or omissions of Raptor and Raptor's limitation of liability to School District in this regard, shall be equal to the limits available under the cyber-liability insurance policy described above. In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Raptor shall notify the Superintendent of Schools of any breach of School District or student information.


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**

RAPTOR TECHNOLOGIES, LLC

By: _____

By: 
Don Schad

Its: _____

Its: CFO _____

Date: _____

Date: 12/5/2022



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT

EFFECTIVE DATE: 02/01/2023

RENEWAL TERM: 12 Months (02/01/23— 01/31/24)

THIS PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT (the “Subscription Agreement”) is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, having offices at 2900 North Loop W, Suite 900, Houston, TX 77092 (“Raptor”), and Lincolnwood School District having offices at 6950 N. East Prairie Rd., Lincolnwood, IL 60712 (“Customer”). This Subscription Agreement, the Terms (defined below), all Invoices and all other exhibits, schedules and terms and conditions referenced by or in this Subscription Agreement and the Terms together constitute the “Agreement” and govern the relationship between the Parties with respect to any Raptor Services. Each of Raptor and Customer are referred to as a “Party” and collectively as the “Parties.” In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

“Terms” means the Raptor Technologies, LLC Purchase and Subscription Services Agreement Terms and Conditions in effect as of the time of execution of this Subscription Agreement, a copy of which can be found at <https://raptortech.com/wp-content/uploads/2022/05/Raptor-Online-Terms-and-Conditions-Form-May-2022.pdf>

Access Grant to Raptor Services. Subject to Customer’s compliance with the terms and conditions contained in this Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to allow Customer to access and use the Raptor Platform and Annual Subscription Services during the Term (as defined in Section 5.2 (Renewal Terms) of the Terms) as set forth in the quote.

Fees. Customer will pay Raptor the fees for the Annual Software Access fees and Annual Subscription Services Fees (“Annual Subscription Fee(s)”) as set forth on the attached Quote and on the Invoice(s) during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee(s) may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%).

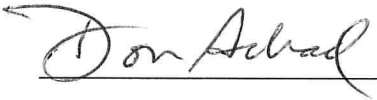
Payment Terms. Fees are due and payable within 30 (thirty) days of Customer’s receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively “Taxes”). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney’s fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the Terms, prior to the execution of this Subscription Agreement. Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meaning as those in the Terms.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC

LINCOLNWOOD SCHOOL DISTRICT

Signed: 

Signed: _____

Name: Don Schad

Name: _____

Title: CFO

Title: _____

Date: 12/5/2022

Date: _____



Quote

Raptor Technologies, LLC
631 West 22nd Street
Houston TX 77008

Date 12/1/2022
Quote # Q6846
Expires 12/30/2022
Exp. Close 11/30/2022
Project

Bill To

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

Item	Qty	Description	Rate	Amount
VM K-12 AF--\$625	5	Raptor Visitor Management Annual Access Fee Renewal term 2/1/2023 - 1/31/2024	625.00	3,125.00

Total \$3,125.00



Finance Committee Meeting

DATE: December 15, 2022

TOPIC: District Finance Update

PREPARED BY: Courtney Whited

Recommended for:

Action

Discussion

Information

Purpose/Background:

To provide the Finance Committee an update on ongoing Districtwide project(s)

1. As expected, the December 1, 2022 bond principal and interest payments brought the Fund 30 balance into the “red” as displayed in the table. Local property tax payments are due by December 31, 2022. Spring property tax payments will be due in March 2023. Hence, the Fund 30 balance should be replenished in time for the remaining June 1, 2023 interest payment.

As of 12/05/22	Initial FB	Revenues	Expenditures	Ending FB
Fund 30 (Debt)	\$829,926	\$11,739	-\$1,494,725	-\$653,060

2. The Debt Disclosure Ordinance for **Lincolnwood School District 74** was placed on the Cook County Treasurer’s website on Monday, December 5, 2022 at 3:57 PM.

Summary of key financial data based on SD74's disclosures currently displayed on cookcountytreasurer.com:

Total Debts and Liabilities:	\$34,979,984.00
Total Net Pension Liability:	(\$542,776.00)
Total Debts and Liabilities (minus Total Net Pension Liability):	\$35,522,760.00
Gross Operating Budget:	\$28,988,146.00
Total Pension/OPEB Liability:	\$17,747,602.00
Total Net Pension Liability/Unfunded OPEB Liability:	\$351,716.00
Pension/OPEB Funded Ratio:	98.02%

Full DDO disclosures, as reported by your taxing district, can be viewed by the public online at cookcountytreasurer.com

3. AHEPA Marrow Donor Program's Facilities Rental Fee Waiver Request

See attachment

Subject: March 8, 9, 10, 11 and 12th Ahepa Marrow National Basketball Tournament

Web Site: www.Ahepamarrow.org

The Ahepa Marrow Donor program, is a non-for-profit 501(c) (3) organization that is organizing The 14th Annual AHEPA MARROW National Invitational Basketball Tournament on March 8, 9, 10, 11, and 12th 2023. We have used North Park University, Northeastern Illinois University Facility, Mather High school, Fairview Junior High School, NorthSide Prep High School since 2009, but because of the Covid 19 Pandemic the tournament was canceled in 2019, 2020, and 2021.

Because of our non-for profit tax exempt status, and our cause these institutions have waived their rental fees in the past. We are requesting a waiver. If a waiver is not granted, we would appreciate the opportunity to rent Lincoln Hall Gymnasium on the evenings of March 8, 9,10 and all day Saturday March 11th. As in the past, we would obtain a \$1 million insurance policy and would submit the certificate to you 8-10 weeks prior to the event. Lincoln Hall would be an important partner in our mission and we would not be able to have such a large national scale event without your support and all the other sites! We want to inform you how much we all appreciate your assistance and your help in assisting us to carry out our mission of saving lives!!!

The Ahepa Marrow organization operates and is located in Lincolnwood. The organization is made up of Lincolnwood residents and many individuals who graduated and attended Todd Hall and Lincoln Hall. These dedicated volunteers all volunteer their time to help us execute this yearly 5 day event. No one in the organization gets paid and everyone volunteers their time 100%, and 100% of ALL the funds go towards assisting families through BE THE MATCH Foundation which is now our National Bone Marrow Registry. The tournament gives away over 1000 T-shirts for free and educates the public and conducts drives (mouth swabs testing for individuals) to join BE THE MATCH FOUNDATION.

The Ahepa Marrow tournament has several goals:

- Promotes Education regarding the marrow transplant process
- Raises Awareness of the need for donors and the Marrow Transplant Process
- Recruits Eligible Donors During the 5 day event
- Serves as a National Fundraising Event to cover the cost of testing to join the BE THE MATCH Registry.

The tournament will primarily raise funds to cover testing of eligible donors who wish to join the Bone Marrow registry, and potentially be a life-saving match for a patient who needs a life-saving marrow transplant. We will take the opportunity during the tournament to educate the participants, spectators, and the general public on the importance of having eligible donors join the Marrow Registry and help save a life. The more individuals who join the registry, therefore the larger the donor pool, the greater the likelihood of finding donors who match for a successful transplant. The Ahepa Marrow Tournament Book will contain literature regarding the Marrow transplant process so that everyone learns how easy it is to become a donor, and also how important it is.

YOU MAY BE A MATCH TO SAVE SOMEONE'S LIFE!!!!!!

The Ahepa Donor Program began in 1988, and continues to serve the public by

- Find a potential marrow stem cell donor for any individual in need of a marrow transplant
- Provide and assist in the search process for individuals in need of a marrow transplant by searching the Ahepa Bone Marrow Registry, the American Bone Marrow Registry, the Caitlin Raymond International Registry, and the NMDP

Continue to increase the Ahepa Bone Marrow Donor Registry database (our current registry has 11,539 donors and we have recruited an additional 3,302 donors for the NMDP, giving us 14,831 donors) Our current goal is to have 20,000 active donors, in order to improve the likelihood and probability of finding donors for individuals in desperate need of a match.

Continue to increase the public's awareness of the desperate need to seek out donors for patients in need of a life saving transplant, by educating and sharing their inspiring stories

Continue to raise funds in order to finance future oral swab testing

Continue to increase the public's awareness of umbilical cord blood donation process

Our Event will take place on March 8-12 2023 and the AHEPA MARROW National Invitational Basketball Tournament will raise funds that will be used to cover the cost of testing individuals who wish to join the Bone Marrow Registry. More importantly, the tournament event will allow us to take the opportunity to educate the participants, spectators, and general public during the event via a Monograph Ahepa Marrow book and a special Saturday Lecture that will serve to educate everyone about the marrow transplant process, and also raise awareness of the current changes to the Marrow Transplant process. Becoming a donor has become easier through oral swab testing, and donating has become easier and more acceptable through a process called Apheresis. The general public is not aware of these very important new developments that make the marrow transplant process much more acceptable. The public needs to be made aware of the drastic need to increase the donor marrow registry pool thereby increasing the likelihood of finding a match for patients with leukemia or lymphoma. This is particularly true for all minorities (especially for African American, Hispanic, Asian, and American Indian) who have the least likelihood of find a match because of the low number of minorities being in the Bone marrow registry. Moreover, most mothers who give birth are unaware that they can donate the umbilical cord blood of their newborn (which is rich in stem cells) for free, but instead it is unfortunately discarded because of the lack of information regarding this issue in the general public. Donating umbilical cord blood can help save future lives. We will be recruiting and doing oral buccal swab testing during our tournament on March 10, 11, and 12 2023, and will be recruiting participants and spectators in the tournament to join the Bone Marrow Registry, and potentially help save a life.

North Park University, Northeastern University, Mather High School, Northside College Prep High School, and Fairview Junior High have all been generous, and are all allowing us to use their facilities to run our tournament, and all the funds raised will therefore help pay for donor testing. Such testing is expensive \$100 per donor, and would then enable individuals to become part of the Bone Marrow registry, and be a potential match for a patient who is suffering from leukemia or lymphoma, who needs a life saving marrow transplant to survive!!

We also offer sponsorships and have had corporations, restaurants, individuals choose a gold, silver, or bronze sponsorship level with our tournament, and would be proud to acknowledge them during the tournament through The Ahepa Marrow Tournament Book, Banner Sponsorship, and our Ahepa Marrow Web site for their generous support. The Chicago local radio, television, and newspapers will be covering the event and this will also allow us to mention our supporting sponsors that have helped us promote education and raising awareness of the Marrow transplant process as well as raising funds to cover the cost of becoming a donor that ultimately makes this "A Basketball Tournament That Saves Lives".

We are always doing drives for a young and old individuals suffering from leukemia or lymphoma, in search of a Marrow match and in many cases there is no match in the Bone Marrow Registry. These families exemplify why we need to "Fight the Fight" for them and others like them in order to increase the donor pool thereby increasing the probability of finding a life saving match for each patient. Our Web site is at www.Ahepamarrow.org , and it contains more information about our organization and mission.

In summary, we need financial support for our event that will enable us to educate the general public on new developments that make being a Donor of the Bone Marrow Registry presently much more acceptable at this time. There is a need to specifically increase donors of most minority groups because of their low levels, making a patient of minority ethnicity less likely to find a match. Lastly, the use of umbilical cord is being wasted everyday. This event and the coverage via the media will give all supporting sponsors a great opportunity to help us make Marrow Donation better and more successful. The AHEPA MARROW Sponsors will be acknowledged for their financial support and assistance which allows us to continue to educate the general public and raise the awareness of the need to do so in order to help desperate families and patients who are searching for matches to save their lives. Please join us in our crusade and go to our Web site at www.ahepamarrow.org where we have more information regarding our organization. Thank you for taking your time to consider your partnership in our event, and any support at any level would be greatly appreciated.

Thanks,

John Venetos M.D
6520 Tower Circle Drive
Lincolnwood, Illinois 60712
samv5161@aol.com