

LINCOLNWOOD SCHOOL DISTRICT 74
 BOARD OF EDUCATION
 FINANCE COMMITTEE MEETING AGENDA
 THURSDAY, MARCH 23, 2023 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, March 23, 2023.*

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
- 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 - **FEBRUARY 16, 2023** 3

Motion by member: _____ Seconded by: _____

- b. Finance Committee Meeting Minutes - **DECEMBER 15, 2022** 6

Motion by member: _____ Seconded by: _____

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

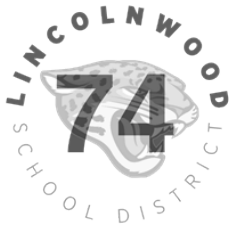
- a. Fund Balance Report - **JANUARY 2023** 9

5.	OLD BUSINESS	
a.	<u>INFORMATION/ DISCUSSION</u> : Final Fiscal Year 2022 Single Audit by Lauterbach & Amen, LLP	<u>32</u>
6.	NEW BUSINESS	
a.	<u>INFORMATION/DISCUSSION/ACTION</u> : 6-year Middle School Math Program Adoption Carnegie Learning, Inc. © 2014-2023	<u>46</u>
b.	<u>INFORMATION/DISCUSSION/ACTION</u> : PK-5 Science Curricular Renewal – Mystery Science ©2023	<u>82</u>
c.	<u>INFORMATION/DISCUSSION/ACTION</u> : 3-Year Northwest Evaluation Association (NWEA) Renewal	<u>120</u>
d.	<u>INFORMATION/DISCUSSION/ACTION</u> : GSF USA, Inc. Custodial Services	<u>166</u>
e.	<u>INFORMATION/DISCUSSION/ACTION</u> : Beyond Green Partners Contract for Food Service Assessment Proposal	<u>208</u>
f.	<u>INFORMATION/DISCUSSION/ACTION</u> : District 6th Grade Lab STEM Proposal	<u>219</u>
g.	<u>INFORMATION/DISCUSSION/ACTION</u> : E Rate Category II – SHI Wireless Access Points	<u>222</u>
7.	<u>INFORMATION/DISCUSSION</u> : District Finance Update	<u>241</u>
a.	Illinois Public Risk Fund - Workers' Compensation	
b.	FY24 EBC Medical and Dental Rates	
c.	Revenue from 2021's Property Tax 2nd Installment Combined with Prior Years' Transactions Update	
d.	Revenue from Corporate Personal Property Replacement Taxes Continues to be Greater than Anticipated.	
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.



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
Finance Committee Meeting Minutes
Thursday, February 16, 2023 at **6:30 PM**

BOARD OF EDUCATION

Kevin Daly, *President*
Rupal Shah Mandal, *Vice President*
John P. Vranas, *Secretary*
Myra A. Foutris
Elaina Geraghty
Jay Oleniczak
Peter D. Theodore

ADMINISTRATION

Dr. David L. Russo, *Superintendent of Schools*
Dr. Dominick M. Lupo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

Minutes of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Marvin Garlich Administration Building 6950 N. East Prairie Road, Lincolnwood, Illinois 60712, on Thursday, February 16, 2023.

1. CALL TO ORDER/ROLL CALL

Chair Theodore called the Finance Committee meeting to order at 6:31 p.m. Roll call was taken and a quorum was not present. No formal recommendations were taken, but members continue with their discussion.

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair
Jay Oleniczak (BOE), Co-Chair

FINANCE COMMITTEE MEMBERS NOT PRESENT

John P. Vranas (BOE)
Michael Bartholomew, 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
Jordan Stephen, Director of Technology

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **DECEMBER 15, 2022**

The Finance Committee did not take any action relative to the minutes due to the lack of a quorum.

4. FUND BALANCE REPORT

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

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

5. OLD BUSINESS

a. FirstNet Product Information

Jordan Stephen, Director of Technology, presented the FirstNet product information. Jordan asked the Committee for guidance on next steps. The Finance Committee members in attendance recommended presenting a formal proposal at a future Committee meeting for FirstNet technology.

6. NEW BUSINESS

a. Post-Issuance Tax Compliance Reports

Courtney Whited, Business Manager/CSBO, presented the Post-Issuance Tax Compliance Reports for the 2015, 2016, 2018 & 2021 bonds.

The Finance Committee members in attendance stated their support of the Administrative recommendation for Board approval to accept the findings contained in the Post-Issuance Tax Compliance Reports. Based upon the support of the Finance Committee, the Post-Issuance Tax Compliance Report will be placed on the Board of Education agenda for approval at the March 2, 2023 meeting.

b. Donation of Music Dry Erase Boards

The Finance Committee members in attendance stated their support of the Administrative recommendation for Board approval to accept the donation of 55 music notation dry erase boards with markers and booklets from Marcy Rubin.

c. Donation of an Athletic Judge's Stand with Protective Padding

The Finance Committee members in attendance stated their support of the Administrative recommendation for Board approval to accept the donation of one athletic judge's stand with protective padding from Niles Township District for Special Education #807.

d. District Technology 10th Gen iPad Discussion

Jordan Stephen, Director of Technology, explained the move by Apple Computers to create a 10th generation iPad. These devices are more expensive than the current 9th generation iPads deployed by the district. This update was provided to proactively consider the long-term fiscal impact of the next generation iPad.

e. District Staff and Student 1:1 Technology Refresh For 2023-2024 School Year

Jordan Stephen, Director of Technology, presented the District Staff and Student 1:1 Technology Refresh for the 2023-2024 School Year. Todd Hall will not need any additional equipment. The Committee requested a comparison record of the most recent annual technology refresh expenditures.

The Finance Committee members in attendance stated their support of the Administrative recommendation for Board approval to continue with the replacement of District equipment in the amount not to exceed \$180,158.

f. Language Access Resource Center (LARC) Interpretation Services

The Finance Committee members in attendance stated their support of the Administrative recommendation for Board approval to approve this Service Agreement from Language Access Resource Center (LARC) for on-demand interpretation services.

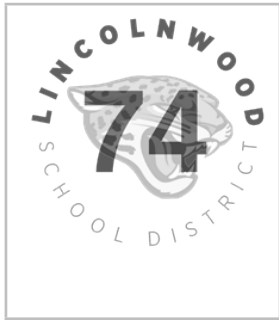
7. ADJOURNMENT.

The members in attendance stated their support to adjourn the Finance Committee meeting. The Finance Committee meeting was adjourned at 7:05 p.m.

The next Finance Committee meeting will be Thursday, March 23, 2023 at 6:30 p.m. The public is welcome.

Peter D. Theodore, Chair

Jay Oleniczak, Co-chair



LINCOLNWOOD SCHOOL DISTRICT
74
BOARD OF EDUCATION
Finance Committee Meeting Minutes
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*

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, December 15, 2022.

Reuben George, Community Member, retired from the Finance Committee as of 12/12/22 via email.

- 1. CALL TO ORDER/ROLL CALL.
Chair Theodore called the Finance Committee meeting to order at 6:31 p.m. Roll call was taken and a quorum was not present. No formal recommendations will be taken, but members will continue with their discussion.

FINANCE COMMITTEE MEMBERS

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

FINANCE COMMITTEE MEMBERS NOT PRESENT

John P. Vranas (BOE)
Michael Bartholomew, Community Member
Maja Kenjar, 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
Jordan Stephen, Director of Technology

Others Present;

Dr. John Venetos, MD, AHEPA Marrow Donor Program

- 2. AUDIENCE TO VISITORS
Dr. John Venetos, MD, AHEPA Marrow Donor Program
- 3. APPROVAL OF MINUTES
 - a. Finance Committee Meeting Minutes - **NOVEMBER 17, 2022**
The Finance Committee members in attendance stated they will table approval of the November 17, 2022 minutes until the January 19, 2023 Finance Committee meeting when a quorum is present.

4. FUND BALANCE REPORT
 - a. Fund Balance Report - **OCTOBER 2022**

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

5. OLD BUSINESS

None

6. NEW BUSINESS
 - a. 2023-24 School Fees Draft

Courtney Whited, Business Manager/CSBO, presented the 2023-24 Draft School Fees. Courtney explained that the District currently has approximately \$36,000 in remaining uncollected fees for the 2022-23 school year. The Finance Committee members in attendance stated their support of the Administrative recommendation for Board approval of the 2023-24 School Fee Schedule, as presented.

 - b. Natural Gas Contract

Courtney Whited, Business Manager/CSBO, explained pricing on the two rate options presented. Courtney asked the Committee for a threshold price point that the Committee is comfortable locking in. The Committee would recommend not to exceed the price of .6 per therm, with a preferred number closer to .5 (sub .55). The Committee asked the Administration to find out what kind of protections there are in the contract, and what a 35-month contract would look like. The Committee decided that if the price is not .55 or less, it will be pulled from the January Board agenda for future consideration..

 - c. Everyday Speech Subscription Renewal

The Finance Committee members in attendance stated their support of the Administrative recommendation for Board approval 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.

 - d. Quaver Music Program

The Finance Committee members in attendance stated their support of the Administrative recommendation for Board approval 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.

 - e. Raptor Technologies, LLC Subscription Agreement

The Finance Committee members in attendance stated their support of the Administrative recommendation for Board approval for the Agreement with Raptor Technologies, LLC for Visitor Management System in the amount of \$3,125 from February 1, 2023 to January 31, 2024.

7. District Finance Update
 - a. Fund 30 (Debt) Balance

Courtney Whited, Business Manager/CSBO, presented a review of the Fund 30 (Debt) Balance.

 - b. Debt Disclosure Ordinance for Lincolnwood School District 74

Courtney Whited, Business Manager/CSBO, updated the Committee on the Debt Disclosure Ordinance.

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

Dr. John Venetos, MD, AHEPA Marrow Donor Program, presented an overview on the AHEPA Marrow Donor Program, how he became involved, and the AHEPA cause as a whole. He explained that in the past the organization has used the gym at Fairview South, East Prairie, Northeastern Illinois University, Mather High School, and North Park University, but they need more gym space. The tournament hosts approximately 80

teams from around the country to raise money for the AHEPA Marrow Donor Program. He is requesting the Lincoln Hall gym on March 8, 9, 10, and 11, 2023. Dr. Venetos explained that a vast majority of the volunteers that run the tournament are residents of Lincolnwood and Lincolnwood SD74 alumni. The Committee discussed that they would be in favor of working with Dr. Venetos for all of the days requested except for the 10th because of the SD74 Family Bingo Night. The Committee requested the Administration provide information on cost to staff the event. Courtney explained the rental fee would be approximately \$3,600 for the facilities, plus other incurred expenses from staffing. Dr. Venetos inquired what the cost would be for just the Saturday, Courtney stated that it would be \$1,600 for just the facility. Courtney stated that hiring two building engineers would be approximately \$1,200. The Administration will provide the Committee with staffing costs at the January Committee meeting, at which time it will make a recommendation to the Board of Education.

8. ADJOURNMENT.

The members in attendance stated their support to adjourn the Finance Committee meeting. The Finance Committee meeting was adjourned at 7:39 p.m.

The next Finance Committee meeting will be Thursday, January 19, 2023 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: January

Year: 2023

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	\$11,505,814.74	(\$10,351,122.48)	\$0.00	\$14,177,484.63
20	OPERATIONS & MAINTENANCE	\$3,494,768.89	\$1,229,236.92	(\$1,178,456.65)	\$0.00	\$3,545,549.16
30	DEBT SERVICE	\$829,925.65	\$816,226.39	(\$1,494,725.00)	\$0.00	\$151,427.04
40	TRANSPORTATION	\$1,442,825.96	\$1,020,719.75	(\$647,123.07)	\$0.00	\$1,816,422.64
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$448,606.14	\$354,088.35	(\$118,495.10)	\$0.00	\$684,199.39
52	SOCIAL SECURITY AND MEDICARE	\$139,099.31	\$349,427.86	(\$173,216.02)	\$0.00	\$315,311.15
60	CAPITAL PROJECTS	\$5,825,261.89	\$645,462.15	(\$1,593,090.55)	\$0.00	\$4,877,633.49
70	WORKING CASH	\$573,446.40	\$5,345.82	\$0.00	\$0.00	\$578,792.22
80	TORT IMMUNITY	\$249,408.82	\$232,153.62	(\$24,612.00)	\$0.00	\$456,950.44
90	FIRE PREVENTION & SAFETY	\$2,617,556.88	\$231,464.68	(\$90,524.00)	\$0.00	\$2,758,497.56
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$28,643,692.31	\$16,389,940.28	(\$15,671,364.87)	\$0.00	\$29,362,267.72

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 01/31/2023

Fiscal Year: 2022-2023

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$28,787,153.04
Imprest Fund (+)	\$15,133.47
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$28,802,386.51
--------------------------------	-----------------

DUE FROM OTHER GOVERNMENTS

Inter-Governmental Loans (+)	(\$467.03)
------------------------------	------------

Sub-total : DUE FROM OTHER GOVERNMENTS	(\$467.03)
--	------------

Total : ASSETS	\$28,801,919.48
----------------	-----------------

LIABILITIES

ACCOUNTS PAYABLE

Accounts Payable (+)	\$66,108.88
----------------------	-------------

Sub-total : ACCOUNTS PAYABLE	\$66,108.88
------------------------------	-------------

OTHER CURRENT LIABILITIES

Other Liabilities (+)	\$35,000.01
-----------------------	-------------

Payroll Liabilities (+)	(\$661,457.13)
-------------------------	----------------

Sub-total : OTHER CURRENT LIABILITIES	(\$626,457.12)
---------------------------------------	----------------

Total : LIABILITIES	(\$560,348.24)
---------------------	----------------

FUND BALANCE

Unreserved Fund Balance

Fund Balance (+)	\$28,643,692.31
------------------	-----------------

Sub-total : Unreserved Fund Balance	\$28,643,692.31
-------------------------------------	-----------------

NET INCREASE (DECREASE)

NET INCREASE (DECREASE) (+)	\$718,575.41
-----------------------------	--------------

Sub-total : NET INCREASE (DECREASE)	\$718,575.41
-------------------------------------	--------------

Total : FUND BALANCE	\$29,362,267.72
----------------------	-----------------

Total LIABILITIES + FUND BALANCE	\$28,801,919.48
----------------------------------	-----------------

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2023 through 01/31/2023

Fiscal Year: 2022-2023

	<u>01/01/2023 - 01/31/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
REVENUE					
LOCAL SOURCES					
Property Tax Receipts (+)	\$5,550,257.49	\$11,516,660.79	\$25,868,050.00	\$14,351,389.21	44.5%
Payments in Lieu of Taxes (+)	\$294,637.59	\$1,173,473.41	\$900,000.00	(\$273,473.41)	130.4%
Tuition Payments Received (+)	\$8,800.00	\$115,207.16	\$221,600.00	\$106,392.84	52.0%
Interest Revenue Received (+)	\$32,317.33	\$224,125.76	\$369,000.00	\$144,874.24	60.7%
Sales to Pupils & Adults (+)	\$17,522.10	\$117,636.25	\$200,000.00	\$82,363.75	58.8%
Activity Fees Received (+)	\$5,598.24	\$62,759.24	\$100,150.00	\$37,390.76	62.7%
Other Local Revenue (+)	\$8,741.03	\$131,892.98	\$330,430.00	\$198,537.02	39.9%
Rental Revenue (+)	\$3,463.86	\$60,020.86	\$89,600.00	\$29,579.14	67.0%
Sub-total : LOCAL SOURCES	\$5,921,337.64	\$13,401,776.45	\$28,078,830.00	\$14,677,053.55	47.7%
STATE SOURCES					
State Grants & Aid Received (+)	\$216,791.71	\$939,895.41	\$1,539,000.00	\$599,104.59	61.1%
Sub-total : STATE SOURCES	\$216,791.71	\$939,895.41	\$1,539,000.00	\$599,104.59	61.1%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	\$424,394.46	\$2,048,268.42	\$2,106,691.00	\$58,422.58	97.2%
Sub-total : FEDERAL SOURCES	\$424,394.46	\$2,048,268.42	\$2,106,691.00	\$58,422.58	97.2%
Total : REVENUE	\$6,562,523.81	\$16,389,940.28	\$31,724,521.00	\$15,334,580.72	51.7%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
Salaries (-)	\$587,867.08	\$3,268,871.00	\$7,735,177.00	\$4,466,306.00	42.3%
Employee Benefits (-)	\$101,689.33	\$515,368.87	\$1,430,774.00	\$915,405.13	36.0%
Termination Benefits (-)	\$23,836.25	\$162,915.19	\$397,000.00	\$234,084.81	41.0%
Purchased Services (-)	\$12,003.59	\$114,691.29	\$216,005.00	\$101,313.71	53.1%
Supplies & Materials (-)	\$9,553.69	\$195,140.32	\$549,480.00	\$354,339.68	35.5%
Capital Expenditures (-)	\$2,465.99	\$76,231.78	\$204,000.00	\$127,768.22	37.4%
Other Objects (-)	\$225.00	\$225.00	\$1,800.00	\$1,575.00	12.5%
Non-Capitalized Equipment (-)	\$207.84	\$4,669.08	\$117,500.00	\$112,830.92	4.0%
Sub-total : REGULAR K-12 PROGRAMS	(\$737,848.77)	(\$4,338,112.53)	(\$10,651,736.00)	(\$6,313,623.47)	40.7%
PRE-K PROGRAMS					
Salaries (-)	\$18,266.64	\$100,466.52	\$225,356.00	\$124,889.48	44.6%
Employee Benefits (-)	\$5,556.08	\$30,958.01	\$69,413.00	\$38,454.99	44.6%
Supplies & Materials (-)	\$177.49	\$1,238.71	\$4,300.00	\$3,061.29	28.8%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Sub-total : PRE-K PROGRAMS	(\$24,000.21)	(\$132,663.24)	(\$299,819.00)	(\$167,155.76)	44.2%
SPECIAL ED PROGRAMS K-12					
Salaries (-)	\$90,383.77	\$521,548.03	\$1,198,065.00	\$676,516.97	43.5%
Employee Benefits (-)	\$20,753.04	\$126,819.76	\$354,957.00	\$228,137.24	35.7%
Purchased Services (-)	\$0.00	\$155.75	\$600.00	\$444.25	26.0%
Supplies & Materials (-)	\$0.00	\$869.59	\$5,500.00	\$4,630.41	15.8%
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	\$1,632.40	\$5,000.00	\$3,367.60	32.6%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2023 through 01/31/2023

Fiscal Year: 2022-2023

	<u>01/01/2023 - 01/31/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : SPECIAL ED PROGRAMS K-12	(\$111,136.81)	(\$653,543.62)	(\$1,570,322.00)	(\$916,778.38)	41.6%
REMEDIAL & SUPPLEMENTAL K-12					
Salaries (-)	\$45,018.96	\$247,604.28	\$585,251.00	\$337,646.72	42.3%
Employee Benefits (-)	\$8,491.74	\$43,734.75	\$110,875.00	\$67,140.25	39.4%
Purchased Services (-)	\$0.00	\$41,999.55	\$56,795.00	\$14,795.45	73.9%
Supplies & Materials (-)	\$0.00	\$5,465.18	\$12,250.00	\$6,784.82	44.6%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$53,510.70)	(\$338,803.76)	(\$765,171.00)	(\$426,367.24)	44.3%
INTERSCHOLASTIC PROGRAMS					
Salaries (-)	\$1,298.00	\$35,001.39	\$90,000.00	\$54,998.61	38.9%
Employee Benefits (-)	\$38.42	\$1,481.89	\$7,405.00	\$5,923.11	20.0%
Supplies & Materials (-)	\$153.28	\$6,728.74	\$5,500.00	(\$1,228.74)	122.3%
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	(\$1,489.70)	(\$46,712.02)	(\$108,005.00)	(\$61,292.98)	43.2%
SUMMER SCHOOL PROGRAMS					
Salaries (-)	\$188.10	\$30,484.54	\$42,491.00	\$12,006.46	71.7%
Employee Benefits (-)	\$24.71	\$3,988.24	\$10,100.00	\$6,111.76	39.5%
Supplies & Materials (-)	\$0.00	\$1,560.63	\$3,117.00	\$1,556.37	50.1%
Sub-total : SUMMER SCHOOL PROGRAMS	(\$212.81)	(\$36,033.41)	(\$55,708.00)	(\$19,674.59)	64.7%
GIFTED PROGRAMS					
Salaries (-)	\$34,645.06	\$190,547.83	\$450,386.00	\$259,838.17	42.3%
Employee Benefits (-)	\$5,729.36	\$29,166.36	\$70,821.00	\$41,654.64	41.2%
Supplies & Materials (-)	\$74.69	\$2,903.78	\$4,250.00	\$1,346.22	68.3%
Sub-total : GIFTED PROGRAMS	(\$40,449.11)	(\$222,617.97)	(\$525,457.00)	(\$302,839.03)	42.4%
BILINGUAL PROGRAMS					
Salaries (-)	\$51,271.86	\$281,995.23	\$693,562.00	\$411,566.77	40.7%
Employee Benefits (-)	\$7,950.98	\$40,523.49	\$101,304.00	\$60,780.51	40.0%
Purchased Services (-)	(\$3,240.00)	\$0.00	\$1,800.00	\$1,800.00	0.0%
Supplies & Materials (-)	\$3,370.55	\$4,452.68	\$1,750.00	(\$2,702.68)	254.4%
Sub-total : BILINGUAL PROGRAMS	(\$59,353.39)	(\$326,971.40)	(\$798,416.00)	(\$471,444.60)	41.0%
ATTENDANCE & SOCIAL WORK					
Salaries (-)	\$31,086.38	\$170,975.09	\$404,123.00	\$233,147.91	42.3%
Employee Benefits (-)	\$3,681.13	\$18,871.51	\$41,196.00	\$22,324.49	45.8%
Supplies & Materials (-)	\$0.00	\$568.94	\$1,000.00	\$431.06	56.9%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$34,767.51)	(\$190,415.54)	(\$446,319.00)	(\$255,903.46)	42.7%
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 01/01/2023 through 01/31/2023

Fiscal Year: 2022-2023

	<u>01/01/2023 - 01/31/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$14,466.52	\$86,309.29	\$159,352.00	\$73,042.71	54.2%
Employee Benefits (-)	\$5,549.39	\$33,225.83	\$65,795.00	\$32,569.17	50.5%
Purchased Services (-)	\$6,225.00	\$25,996.59	\$31,000.00	\$5,003.41	83.9%
Supplies & Materials (-)	\$409.71	\$3,458.15	\$5,300.00	\$1,841.85	65.2%
Capital Expenditures (-)	\$0.00	\$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	(\$26,650.62)	(\$149,213.14)	(\$266,047.00)	(\$116,833.86)	56.1%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$13,814.16	\$75,977.88	\$179,584.00	\$103,606.12	42.3%
Employee Benefits (-)	\$3,063.62	\$15,525.91	\$37,804.00	\$22,278.09	41.1%
Purchased Services (-)	\$0.00	\$0.00	\$1,100.00	\$1,100.00	0.0%
Supplies & Materials (-)	\$0.00	\$1,272.59	\$1,850.00	\$577.41	68.8%
Sub-total : PSYCHOLOGICAL SERVICES	(\$16,877.78)	(\$92,776.38)	(\$220,338.00)	(\$127,561.62)	42.1%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$21,130.93	\$116,190.19	\$274,591.00	\$158,400.81	42.3%
Employee Benefits (-)	\$3,312.03	\$16,874.34	\$41,079.00	\$24,204.66	41.1%
Purchased Services (-)	\$0.00	\$443.16	\$360.00	(\$83.16)	123.1%
Supplies & Materials (-)	\$0.00	\$219.55	\$1,800.00	\$1,580.45	12.2%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$24,442.96)	(\$133,727.24)	(\$317,830.00)	(\$184,102.76)	42.1%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$3,571.58	\$28,779.51	\$101,000.00	\$72,220.49	28.5%
Employee Benefits (-)	\$203.55	\$1,815.15	\$9,732.00	\$7,916.85	18.7%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$3,775.13)	(\$30,594.66)	(\$110,732.00)	(\$80,137.34)	27.6%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$25,698.06	\$208,206.81	\$364,189.00	\$155,982.19	57.2%
Employee Benefits (-)	\$4,178.90	\$34,047.77	\$56,095.00	\$22,047.23	60.7%
Purchased Services (-)	\$406.48	\$11,824.65	\$73,126.00	\$61,301.35	16.2%
Supplies & Materials (-)	\$0.00	\$618.97	\$1,500.00	\$881.03	41.3%
Other Objects (-)	\$1,831.02	\$2,538.02	\$1,800.00	(\$738.02)	141.0%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$32,114.46)	(\$257,236.22)	(\$496,710.00)	(\$239,473.78)	51.8%
EDUCATIONAL MEDIA					
Salaries (-)	\$21,001.70	\$115,509.35	\$273,022.00	\$157,512.65	42.3%
Employee Benefits (-)	\$2,550.38	\$13,067.77	\$31,775.00	\$18,707.23	41.1%
Supplies & Materials (-)	\$663.47	\$5,799.10	\$16,000.00	\$10,200.90	36.2%
Sub-total : EDUCATIONAL MEDIA	(\$24,215.55)	(\$134,376.22)	(\$320,797.00)	(\$186,420.78)	41.9%
ADMIN SERVICES - BOARD OF ED					
Employee Benefits (-)	\$0.00	\$62,173.25	\$62,000.00	(\$173.25)	100.3%
Purchased Services (-)	\$22,044.10	\$130,064.18	\$212,700.00	\$82,635.82	61.1%
Supplies & Materials (-)	\$0.00	\$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 01/01/2023 through 01/31/2023

Fiscal Year: 2022-2023

	<u>01/01/2023 - 01/31/2023</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	(\$22,044.10)	(\$199,143.31)	(\$287,240.00)	(\$88,096.69)	69.3%
SUPERINTENDENT					
Salaries (-)	\$19,019.44	\$182,334.50	\$268,850.00	\$86,515.50	67.8%
Employee Benefits (-)	\$3,500.65	\$36,509.54	\$53,601.00	\$17,091.46	68.1%
Purchased Services (-)	\$0.00	\$7,959.69	\$3,900.00	(\$4,059.69)	204.1%
Supplies & Materials (-)	\$0.00	\$15.23	\$2,000.00	\$1,984.77	0.8%
Capital Expenditures (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Other Objects (-)	\$29.50	\$1,258.50	\$3,000.00	\$1,741.50	42.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : SUPERINTENDENT	(\$22,549.59)	(\$228,077.46)	(\$332,351.00)	(\$104,273.54)	68.6%
WORKERS COMPENSATION INSURANCE					
Purchased Services (-)	\$0.00	\$1,103.00	\$69,000.00	\$67,897.00	1.6%
Sub-total : WORKERS COMPENSATION INSURANCE	\$0.00	(\$1,103.00)	(\$69,000.00)	(\$67,897.00)	1.6%
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 (-)	\$52,847.27	\$400,549.21	\$688,889.00	\$288,339.79	58.1%
Employee Benefits (-)	\$17,578.46	\$124,646.31	\$215,627.00	\$90,980.69	57.8%
Purchased Services (-)	\$106.04	\$2,168.69	\$5,050.00	\$2,881.31	42.9%
Supplies & Materials (-)	\$0.00	\$666.71	\$4,000.00	\$3,333.29	16.7%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$1,202.00	\$2,400.00	\$1,198.00	50.1%
Non-Capitalized Equipment (-)	\$0.00	\$3,079.70	\$3,200.00	\$120.30	96.2%
Sub-total : PRINCIPAL	(\$70,531.77)	(\$532,312.62)	(\$920,666.00)	(\$388,353.38)	57.8%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	\$14,623.84	\$109,678.80	\$190,110.00	\$80,431.20	57.7%
Employee Benefits (-)	\$2,611.79	\$18,553.56	\$31,941.00	\$13,387.44	58.1%
Other Objects (-)	\$0.00	\$1,134.00	\$1,400.00	\$266.00	81.0%
Sub-total : OPERATION OF BUSINESS SERVICES	(\$17,235.63)	(\$129,366.36)	(\$223,451.00)	(\$94,084.64)	57.9%
FISCAL SERVICES					
Salaries (-)	\$18,014.26	\$131,481.61	\$231,039.00	\$99,557.39	56.9%
Employee Benefits (-)	\$7,853.53	\$54,434.97	\$93,417.00	\$38,982.03	58.3%
Purchased Services (-)	\$296.60	\$2,069.31	\$123,500.00	\$121,430.69	1.7%
Supplies & Materials (-)	\$0.00	\$2,829.51	\$5,500.00	\$2,670.49	51.4%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2023 through 01/31/2023

Fiscal Year: 2022-2023

	<u>01/01/2023 - 01/31/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Capital Expenditures (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Other Objects (-)	\$1,796.71	\$14,211.13	\$20,000.00	\$5,788.87	71.1%
Non-Capitalized Equipment (-)	\$0.00	\$548.67	\$1,500.00	\$951.33	36.6%
Sub-total : FISCAL SERVICES	(\$27,961.10)	(\$205,575.20)	(\$475,706.00)	(\$270,130.80)	43.2%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	\$7,148.70	\$490,437.80	\$596,118.00	\$105,680.20	82.3%
Capital Expenditures (-)	\$0.00	\$1,143,176.75	\$3,077,144.00	\$1,933,967.25	37.2%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$7,148.70)	(\$1,633,614.55)	(\$3,673,262.00)	(\$2,039,647.45)	44.5%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	\$40,292.02	\$294,187.32	\$526,163.00	\$231,975.68	55.9%
Employee Benefits (-)	\$13,148.83	\$99,988.48	\$171,678.00	\$71,689.52	58.2%
Purchased Services (-)	\$64,780.01	\$588,914.02	\$960,700.00	\$371,785.98	61.3%
Supplies & Materials (-)	\$37,672.39	\$211,904.74	\$453,014.00	\$241,109.26	46.8%
Capital Expenditures (-)	\$0.00	\$81,229.86	\$439,500.00	\$358,270.14	18.5%
Other Objects (-)	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$1,912.19	\$30,000.00	\$28,087.81	6.4%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$155,893.25)	(\$1,278,136.61)	(\$2,582,805.00)	(\$1,304,668.39)	49.5%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$174,297.69	\$647,123.07	\$1,440,000.00	\$792,876.93	44.9%
Sub-total : PUPIL TRANSPORTATION	(\$174,297.69)	(\$647,123.07)	(\$1,440,000.00)	(\$792,876.93)	44.9%
FOOD SERVICES					
Salaries (-)	\$20,735.69	\$131,181.07	\$250,708.00	\$119,526.93	52.3%
Employee Benefits (-)	\$8,716.07	\$53,982.71	\$103,366.00	\$49,383.29	52.2%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Supplies & Materials (-)	\$17,443.35	\$127,347.85	\$262,000.00	\$134,652.15	48.6%
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	(\$46,895.11)	(\$313,382.41)	(\$629,574.00)	(\$316,191.59)	49.8%
INTERNAL SERVICES					
Purchased Services (-)	\$0.00	\$12,062.23	\$27,100.00	\$15,037.77	44.5%
Supplies & Materials (-)	\$0.00	\$172.00	\$1,500.00	\$1,328.00	11.5%
Sub-total : INTERNAL SERVICES	\$0.00	(\$12,234.23)	(\$28,600.00)	(\$16,365.77)	42.8%
INFORMATION SERVICES					
Salaries (-)	\$6,041.08	\$45,308.10	\$78,534.00	\$33,225.90	57.7%
Employee Benefits (-)	\$2,431.70	\$18,429.25	\$30,706.00	\$12,276.75	60.0%
Purchased Services (-)	\$1,392.85	\$20,563.67	\$34,250.00	\$13,686.33	60.0%
Supplies & Materials (-)	\$96.05	\$2,527.49	\$6,000.00	\$3,472.51	42.1%
Other Objects (-)	\$0.00	\$250.00	\$1,000.00	\$750.00	25.0%
Sub-total : INFORMATION SERVICES	(\$9,961.68)	(\$87,078.51)	(\$150,490.00)	(\$63,411.49)	57.9%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2023 through 01/31/2023

Fiscal Year: 2022-2023

	<u>01/01/2023 - 01/31/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$40,471.37	\$291,618.57	\$534,698.00	\$243,079.43	54.5%
Employee Benefits (-)	\$12,981.48	\$93,082.28	\$183,891.00	\$90,808.72	50.6%
Purchased Services (-)	\$0.00	\$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	(\$53,452.85)	(\$385,245.47)	(\$719,589.00)	(\$334,343.53)	53.5%
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	\$63,715.00	\$164,000.00	\$100,285.00	38.9%
Other Objects (-)	\$22,529.93	\$1,242,292.21	\$2,439,019.00	\$1,196,726.79	50.9%
Sub-total : PAYMENTS TO OTHER LEAs	(\$22,529.93)	(\$1,306,007.21)	(\$2,603,019.00)	(\$1,297,011.79)	50.2%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	\$0.00	\$329,725.00	\$640,100.00	\$310,375.00	51.5%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	(\$329,725.00)	(\$640,100.00)	(\$310,375.00)	51.5%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$1,165,000.00	\$1,165,000.00	\$0.00	100.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	(\$1,165,000.00)	(\$1,165,000.00)	\$0.00	100.0%
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%
ADMIN SERVICES - SPECIAL ED					
Salaries (-)	\$11,336.58	\$85,024.35	\$147,376.00	\$62,351.65	57.7%
Employee Benefits (-)	\$3,568.30	\$25,509.16	\$43,347.00	\$17,837.84	58.8%
Other Objects (-)	\$0.00	\$400.00	\$1,000.00	\$600.00	40.0%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$14,904.88)	(\$110,933.51)	(\$191,723.00)	(\$80,789.49)	57.9%
Total : EXPENDITURES	(\$1,836,251.79)	(\$15,671,364.87)	(\$33,250,483.00)	(\$17,579,118.13)	47.1%
NET INCREASE (DECREASE)	\$4,726,272.02	\$718,575.41	(\$1,525,962.00)	(\$2,244,537.41)	47.1%

End of Report

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$587,867.08	\$3,268,871.00	\$4,351,848.68	\$114,457.32
200 - EMPLOYEE BENEFITS	\$1,302,684.00	\$92,879.64	\$464,152.02	\$636,904.44	\$201,627.54
300 - PURCHASED SERVICES	\$216,005.00	\$12,003.59	\$114,691.29	\$588.00	\$100,725.71
400 - SUPPLIES & MATERIALS	\$549,480.00	\$9,553.69	\$195,140.32	\$22,995.20	\$331,344.48
500 - CAPITAL OUTLAY	\$204,000.00	\$2,465.99	\$76,231.78	\$8,080.89	\$119,687.33
600 - OTHER OBJECTS	\$1,800.00	\$225.00	\$225.00	\$0.00	\$1,575.00
700 - NON-CAPITAL EQUIPMENT	\$117,500.00	\$207.84	\$4,669.08	\$0.00	\$112,830.92
800 - TERMINATION/VACATION PAYMENTS	\$397,000.00	\$23,836.25	\$162,915.19	\$41,731.58	\$192,353.23
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$225,356.00	\$18,266.64	\$100,466.52	\$124,687.83	\$201.65
200 - EMPLOYEE BENEFITS	\$58,224.00	\$4,767.18	\$26,084.72	\$25,950.10	\$6,189.18
400 - SUPPLIES & MATERIALS	\$4,300.00	\$177.49	\$1,238.71	\$62.78	\$2,998.51
700 - NON-CAPITAL EQUIPMENT	\$750.00	\$0.00	\$0.00	\$168.70	\$581.30
1200 - SPECIAL ED PROGRAMS K-12					
100 - SALARIES	\$1,198,065.00	\$90,383.77	\$521,548.03	\$628,026.76	\$48,490.21
200 - EMPLOYEE BENEFITS	\$286,424.00	\$16,355.64	\$96,526.69	\$108,262.04	\$81,635.27
300 - PURCHASED SERVICES	\$600.00	\$0.00	\$155.75	\$0.00	\$444.25
400 - SUPPLIES & MATERIALS	\$5,500.00	\$0.00	\$869.59	\$0.00	\$4,630.41
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	\$1,632.40	\$0.00	\$3,367.60
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$585,251.00	\$45,018.96	\$247,604.28	\$337,642.72	\$4.00
200 - EMPLOYEE BENEFITS	\$102,383.00	\$7,874.42	\$40,321.95	\$56,070.82	\$5,990.23
300 - PURCHASED SERVICES	\$56,795.00	\$0.00	\$41,999.55	\$0.00	\$14,795.45
400 - SUPPLIES & MATERIALS	\$12,250.00	\$0.00	\$5,465.18	\$0.00	\$6,784.82
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$90,000.00	\$1,298.00	\$35,001.39	\$7,225.39	\$47,773.22
200 - EMPLOYEE BENEFITS	\$1,200.00	\$15.84	\$345.73	\$77.26	\$777.01
400 - SUPPLIES & MATERIALS	\$5,500.00	\$153.28	\$6,728.74	\$0.00	(\$1,228.74)
500 - CAPITAL OUTLAY	\$1,500.0017	\$0.00	\$0.00	\$0.00	\$1,500.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$188.10	\$30,484.54	\$513.00	\$11,493.46
200 - EMPLOYEE BENEFITS	\$4,315.00	\$22.09	\$2,947.66	\$60.27	\$1,307.07
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	\$190,547.83	\$259,838.17	\$0.00
200 - EMPLOYEE BENEFITS	\$64,287.00	\$5,255.80	\$26,547.08	\$37,058.69	\$681.23
400 - SUPPLIES & MATERIALS	\$4,250.00	\$74.69	\$2,903.78	\$115.00	\$1,231.22
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$693,562.00	\$51,271.86	\$281,995.23	\$389,188.39	\$22,378.38
200 - EMPLOYEE BENEFITS	\$91,365.00	\$7,251.42	\$36,652.59	\$51,629.98	\$3,082.43
300 - PURCHASED SERVICES	\$1,800.00	(\$3,240.00)	\$0.00	\$0.00	\$1,800.00
400 - SUPPLIES & MATERIALS	\$1,750.00	\$3,370.55	\$4,452.68	\$57.86	(\$2,760.54)
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$404,123.00	\$31,086.38	\$170,975.09	\$233,147.91	\$0.00
200 - EMPLOYEE BENEFITS	\$35,333.00	\$3,247.89	\$16,480.16	\$22,975.94	(\$4,123.10)
400 - SUPPLIES & MATERIALS	\$1,000.00	\$0.00	\$568.94	\$0.00	\$431.06
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	\$14,466.52	\$86,309.29	\$71,625.27	\$1,417.44
200 - EMPLOYEE BENEFITS	\$36,803.00	\$3,465.84	\$19,039.17	\$17,329.20	\$434.63
300 - PURCHASED SERVICES	\$31,000.00	\$6,225.00	\$25,996.59	\$0.00	\$5,003.41
400 - SUPPLIES & MATERIALS	\$5,300.00	\$409.71	\$3,458.15	\$228.80	\$1,613.05
500 - CAPITAL OUTLAY	\$2,250.00	\$0.00	\$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	\$75,977.88	\$103,606.12	\$0.00
200 - EMPLOYEE BENEFITS	\$35,198.00	\$2,878.94	\$14,501.22	\$20,259.10	\$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	\$1,272.59	\$63.58	\$513.83
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
100 - SALARIES	\$274,591.00 ¹⁸	\$21,130.93	\$116,190.19	\$158,426.46	(\$25.65)

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$3,028.37	\$15,301.53	\$21,357.94	\$435.53
300 - PURCHASED SERVICES	\$360.00	\$0.00	\$443.16	\$0.00	(\$83.16)
400 - SUPPLIES & MATERIALS	\$1,800.00	\$0.00	\$219.55	\$585.20	\$995.25
2190 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$101,000.00	\$3,571.58	\$28,779.51	\$14,828.38	\$57,392.11
200 - EMPLOYEE BENEFITS	\$900.00	\$17.30	\$96.22	\$87.53	\$716.25
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$364,189.00	\$25,698.06	\$208,206.81	\$138,048.22	\$17,933.97
200 - EMPLOYEE BENEFITS	\$41,959.00	\$3,159.97	\$25,437.01	\$14,390.14	\$2,131.85
300 - PURCHASED SERVICES	\$73,126.00	\$406.48	\$11,824.65	\$0.00	\$61,301.35
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$618.97	\$0.00	\$881.03
600 - OTHER OBJECTS	\$1,800.00	\$1,831.02	\$2,538.02	\$0.00	(\$738.02)
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$273,022.00	\$21,001.70	\$115,509.35	\$157,512.65	\$0.00
200 - EMPLOYEE BENEFITS	\$27,814.00	\$2,256.84	\$11,446.96	\$15,960.64	\$406.40
400 - SUPPLIES & MATERIALS	\$16,000.00	\$663.47	\$5,799.10	\$2,467.50	\$7,733.40
2310 - BOARD OF EDUCATION					
200 - EMPLOYEE BENEFITS	\$62,000.00	\$0.00	\$62,173.25	\$0.00	(\$173.25)
300 - PURCHASED SERVICES	\$212,700.00	\$22,044.10	\$130,064.18	\$0.00	\$82,635.82
400 - SUPPLIES & MATERIALS	\$2,500.00	\$0.00	\$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	\$182,334.50	\$104,606.93	(\$18,091.43)
200 - EMPLOYEE BENEFITS	\$49,650.00	\$3,225.95	\$33,876.87	\$14,729.14	\$1,043.99
300 - PURCHASED SERVICES	\$3,900.00	\$0.00	\$7,959.69	\$0.00	(\$4,059.69)
400 - SUPPLIES & MATERIALS	\$2,000.00	\$0.00	\$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	\$29.50	\$1,258.50	\$0.00	\$1,741.50
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	\$85,024.35	\$62,351.24	\$0.41
200 - EMPLOYEE BENEFITS	\$38,258.00	\$3,210.34	\$22,590.40	\$14,582.32	\$1,085.28
600 - OTHER OBJECTS	\$1,000.00 ¹⁹	\$0.00	\$400.00	\$0.00	\$600.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$52,847.27	\$400,549.21	\$290,684.72	(\$2,344.93)
200 - EMPLOYEE BENEFITS	\$179,022.00	\$15,164.19	\$104,156.11	\$74,608.87	\$257.02
300 - PURCHASED SERVICES	\$5,050.00	\$106.04	\$2,168.69	\$0.00	\$2,881.31
400 - SUPPLIES & MATERIALS	\$4,000.00	\$0.00	\$666.71	\$0.00	\$3,333.29
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,400.00	\$0.00	\$1,202.00	\$0.00	\$1,198.00
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	\$109,678.80	\$80,431.07	\$0.13
200 - EMPLOYEE BENEFITS	\$29,183.00	\$2,401.37	\$16,983.24	\$12,184.01	\$15.75
600 - OTHER OBJECTS	\$1,400.00	\$0.00	\$1,134.00	\$0.00	\$266.00
2520 - FISCAL SERVICES					
100 - SALARIES	\$231,039.00	\$18,014.26	\$131,481.61	\$99,078.25	\$479.14
200 - EMPLOYEE BENEFITS	\$54,870.00	\$5,309.49	\$32,962.13	\$26,574.46	(\$4,666.59)
300 - PURCHASED SERVICES	\$123,500.00	\$296.60	\$2,069.31	\$0.00	\$121,430.69
400 - SUPPLIES & MATERIALS	\$5,500.00	\$0.00	\$2,829.51	\$0.00	\$2,670.49
500 - CAPITAL OUTLAY	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
600 - OTHER OBJECTS	\$20,000.00	\$1,796.71	\$14,211.13	\$0.00	\$5,788.87
700 - NON-CAPITAL EQUIPMENT	\$1,500.00	\$0.00	\$548.67	\$0.00	\$951.33
2560 - FOOD SERVICES					
100 - SALARIES	\$250,708.00	\$20,735.69	\$131,181.07	\$100,029.95	\$19,496.98
200 - EMPLOYEE BENEFITS	\$61,893.00	\$5,736.48	\$32,361.02	\$28,686.78	\$845.20
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
400 - SUPPLIES & MATERIALS	\$262,000.00	\$17,443.35	\$127,347.85	\$0.00	\$134,652.15
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	\$0.00	\$12,062.23	\$967.00	\$14,070.77
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	\$45,308.10	\$8,004.42	\$25,221.48
200 - EMPLOYEE BENEFITS	\$17,646.00	\$1,513.18	\$10,597.39	\$1,508.86	\$5,539.75
300 - PURCHASED SERVICES	\$34,250.00 ²⁰	\$1,392.85	\$20,563.67	\$0.00	\$13,686.33

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$96.05	\$2,527.49	\$0.00	\$3,472.51
600 - OTHER OBJECTS	\$1,000.00	\$0.00	\$250.00	\$0.00	\$750.00
2660 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$534,698.00	\$40,471.37	\$291,618.57	\$230,646.50	\$12,432.93
200 - EMPLOYEE BENEFITS	\$119,278.00	\$8,777.24	\$59,178.40	\$42,514.57	\$17,585.03
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$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	\$63,715.00	\$0.00	\$100,285.00
600 - OTHER OBJECTS	\$2,439,019.00	\$22,529.93	\$1,242,292.21	\$0.00	\$1,196,726.79
10 - EDUCATIONAL Total:	\$23,003,579.00	\$1,464,712.93	\$10,351,122.48	\$9,273,874.22	\$3,378,582.30

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
20 - OPERATIONS & MAINTENANCE					
0 - EXPENDITURES					
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
100 - SALARIES	\$526,163.00	\$40,292.02	\$294,187.32	\$204,127.30	\$27,848.38
200 - EMPLOYEE BENEFITS	\$83,217.00	\$7,184.95	\$50,308.52	\$35,977.72	(\$3,069.24)
300 - PURCHASED SERVICES	\$960,700.00	\$64,780.01	\$588,914.02	\$5,457.70	\$366,328.28
400 - SUPPLIES & MATERIALS	\$453,014.00	\$37,672.39	\$211,904.74	\$18,591.52	\$222,517.74
500 - CAPITAL OUTLAY	\$186,500.00	\$0.00	\$31,229.86	\$4,908.42	\$150,361.72
600 - OTHER OBJECTS	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
700 - NON-CAPITAL EQUIPMENT	\$30,000.00	\$0.00	\$1,912.19	\$0.00	\$28,087.81
20 - OPERATIONS & MAINTENANCE Total:	\$2,241,344.00	\$149,929.37	\$1,178,456.65	\$269,062.66	\$793,824.69

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
30 - DEBT SERVICE					
0 - EXPENDITURES					
5140 - DEBT SERVICE - INTEREST PAYMENTS					
600 - OTHER OBJECTS	\$640,100.00	\$0.00	\$329,725.00	\$0.00	\$310,375.00
5200 - INTEREST ON BONDS OUTSTANDING					
600 - OTHER OBJECTS	\$1,165,000.00	\$0.00	\$1,165,000.00	\$0.00	\$0.00
5400 - DEBT SERVICE LEASES					
600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
30 - DEBT SERVICE Total:	\$1,807,600.00	\$0.00	\$1,494,725.00	\$0.00	\$312,875.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$174,297.69	\$647,123.07	\$0.00	\$792,876.93
--	----------------	--------------	--------------	--------	--------------

40 - TRANSPORTATION Total:	\$1,440,000.00	\$174,297.69	\$647,123.07	\$0.00	\$792,876.93
----------------------------	----------------	--------------	--------------	--------	--------------

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$95.67	\$1,314.86	\$375.63	\$2,184.51
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,700.00	\$372.80	\$2,582.30	\$1,864.00	\$253.70
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$30,100.00	\$1,844.34	\$14,822.97	\$10,000.40	\$5,276.63
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$2,400.00	\$2.60	\$191.72	\$80.28	\$2,128.00
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	\$46.62	\$253.38
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$16,800.00	\$1,095.11	\$8,233.08	\$5,422.03	\$3,144.89
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	\$359.28	\$3,441.90	\$1,976.04	\$182.06
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$1,750.00	\$112.70	\$1,077.43	\$619.85	\$52.72
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$15,720.00	\$1,011.56	\$9,740.09	\$5,565.50	\$414.41
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$21,000.00	\$1,363.68	\$12,676.43	\$7,500.23	\$823.34
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$48,200.00	\$3,047.20	\$28,335.63	\$15,436.42	\$4,427.95
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$22,300.00	\$1,569.67	\$12,581.02	\$7,572.21	\$2,146.77
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$7,050.00	\$457.30	\$4,372.25	\$605.93	\$2,071.82
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$34,000.00	\$2,103.84	\$18,926.38	\$12,180.77	\$2,892.85
51 - IMRF Total:	\$215,895.00	\$13,435.75	\$118,495.10	\$69,245.91	\$28,153.99

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$8,714.02	\$49,901.99	\$63,093.01	\$11,220.00
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,489.00	\$416.10	\$2,290.99	\$2,554.47	\$1,643.54
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$38,433.00	\$2,553.06	\$15,470.10	\$15,588.69	\$7,374.21
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$8,492.00	\$617.32	\$3,412.80	\$4,646.18	\$433.02
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,805.00	\$19.98	\$944.44	\$153.63	\$2,706.93
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,785.00	\$2.62	\$841.54	\$7.11	\$3,936.35
1650 - GIFTED PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,534.00	\$473.56	\$2,619.28	\$3,565.51	\$349.21
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,639.00	\$699.56	\$3,870.90	\$5,364.92	\$403.18
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$5,863.00	\$433.24	\$2,391.35	\$3,258.06	\$213.59
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$12,192.00	\$988.44	\$5,953.58	\$4,888.08	\$1,350.34
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,606.00	\$184.68	\$1,024.69	\$1,391.68	\$189.63
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$3,984.00	\$283.66	\$1,572.81	\$2,138.03	\$273.16
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$7,732.00	\$186.25	\$1,718.93	\$700.05	\$5,313.02
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$8,536.00	\$659.65	\$5,168.86	\$3,586.65	(\$219.51)
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,961.00	\$293.54	\$1,620.81	\$2,205.69	\$134.50
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$3,951.00	\$274.70	\$2,632.67	\$1,511.39	(\$193.06)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$245.26	\$1,841.33	\$1,354.64	\$143.03
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$20,885.00	\$1,402.71	\$10,750.11	\$7,810.72	\$2,324.17
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,758.00	\$210.42	\$1,570.32	\$1,158.12	\$29.56
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$17,547.00	\$1,180.36	\$8,796.41	\$6,588.07	\$2,162.52
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$40,261.00	\$2,916.68	\$21,344.33	\$14,785.97	\$4,130.70
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$19,173.00	\$1,409.92	\$9,040.67	\$6,770.45	\$3,361.88
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$6,010.00	\$461.22	\$3,459.61	\$611.42	\$1,938.97
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$30,613.00	\$2,100.40	\$14,977.50	\$12,239.93	\$3,395.57
52 - SOCIAL SECURITY AND MEDICARE Total:	\$391,803.00	\$26,727.35	\$173,216.02	\$165,972.47	\$52,614.51

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$7,148.70	\$449,913.80	\$0.00	\$121,204.20
500 - CAPITAL OUTLAY	\$3,077,144.00	\$0.00	\$1,143,176.75	\$323,676.34	\$1,610,290.91
60 - CAPITAL PROJECTS Total:	\$3,648,262.00	\$7,148.70	\$1,593,090.55	\$323,676.34	\$1,731,495.11

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$1,103.00	\$0.00	\$67,897.00
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	\$24,612.00	\$0.00	\$199,388.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$40,524.00	\$0.00	(\$15,524.00)
--------------------------	-------------	--------	-------------	--------	---------------

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	\$90,524.00	\$0.00	\$187,476.00
--------------------------------------	--------------	--------	-------------	--------	--------------

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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

Account Type: EXPENDITURE

- Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
Grand Total:	\$33,250,483.00	\$1,836,251.79	\$15,671,364.87	\$10,101,831.60	\$7,477,286.53

End of Report



Executive Summary Finance Committee Meeting

DATE: March 23, 2023

TOPIC: Final Fiscal Year 2022 Single Audit by Lauterbach & Amen, LLP

PREPARED BY: Courtney Whited

Recommended for:

Action

Discussion

Information

Purpose/Background:

Lauterbach & Amen prepared the FY2022 Single Audit which was necessary due to the amount of Federal funds SD74 received during that fiscal year. The deadline for submission to the Federal Audit Clearinghouse is March 31, 2023. No issues were cited by Lauterbach & Amen in this report.

Fiscal Impact:

None

Recommendation:

The final Fiscal Year 2022 Single Audit Report prepared by Lauterbach & Amen, LLP will be presented to the Lincolnwood School District 74 Board of Education for review at the April 6, 2023 Board of Education meeting, as recommended by the Finance Committee.

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

SINGLE AUDIT REPORT

FOR THE FISCAL YEAR ENDED
JUNE 30, 2022

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

TABLE OF CONTENTS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	1
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	2
REPORTS OF INDEPENDENT AUDITORS	
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	3
Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance and on the Schedule of Expenditures of Federal Awards	5
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	8

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2022

Cluster Name/ Federal Grantor	Pass-Through Grantor	Program Title	Federal CFDA Number	Program/Grant Number	Expenditures	Amount Provided to Subrecipients
Child Nutrition Cluster						
Department of Agriculture	Illinois State Board of Education	Special Milk Program	10.556	2021-4215	\$ 1,290	-
			10.556	2022-4215	9,778	-
				Total 10.556	11,068	-
Special Education (IDEA) Cluster						
Department of Education	Illinois State Board of Education	IDEA - Flow Through Pre-School	84.173	2022-4600	9,847	-
Department of Education	Illinois State Board of Education	IDEA - Flow Through Pre-School	84.173X	2022-4998-PS	6,020	-
Department of Education	Illinois State Board of Education	IDEA - Flow Through	84.027	2022-4620	300,481	-
Department of Education	Illinois State Board of Education	IDEA - Room & Board	84.027	2021-4625	44,729	-
			84.027	2022-4625	96,128	-
				Total IDEA Cluster	457,205	-
Other Programs						
Department of Education	Illinois State Board of Education	Title I - Low Income	84.010	2022-4300	393,430	-
Department of Education	Illinois State Board of Education	Title III - Language Instruction Programs	84.365	2022-4909	28,128	-
Department of Education	Illinois State Board of Education	Title II - Teacher Quality	84.367	2022-4932	1,575	-
Department of Health and Human Services	Illinois Department of Healthcare and Human Services	Medical Assistance Program	93.778	2021-4991	33,113	-
Department of Education	Illinois State Board of Education	Elementary and Secondary School Emergency Relief Fund	84.425D	2021-4998-E2	588,950	-
			84.425U	2022-4998-E3	576,371	-
			84.425X	2022-4998-ID	60,917	-
				Total 84.425D	1,226,238 *	-
TOTAL FEDERAL AWARDS EXPENDED					2,150,757	-

*Denotes major federal program

See accompanying notes to the schedule of expenditures of federal awards.

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

Notes to the Schedule of Expenditures of Federal Awards June 30, 2022

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of the School District under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the School District, it is not intended to and does not present the financial position, changes in net position, or cash flows of the School District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures

Expenditures reported on the Schedule are reported on the accrual basis of accounting.

Pass-Through Entities

Pass-through entity identifying numbers are presented on the Schedule where available.

NOTE 3 – 10% DE MINIMIS INDIRECT COST RATE

The School District has selected to use a rate other than the 10% de minimis indirect cost rate as permitted by 2 CFR Section 200.414.

NOTE 4 – NONCASH TRANSACTIONS

The School District did not receive any Federal non-cash commodities passed through the Illinois State Board of Education.

NOTE 5 – SUBRECIPIENT RELATIONSHIPS

The School District did not remit any funds to subrecipients.



**INDEPENDENT AUDITORS' REPORT
ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

November 9, 2022

Members of the Board of Education
Lincolnwood School District 74
Lincolnwood, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Lincolnwood School District 74, Illinois, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated November 9, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of District's internal control. Accordingly, we do not express an opinion on the effectiveness of District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Lincolnwood School District 74, Illinois
November 9, 2022

Reporting on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain other matters that we reported to management of the District in a separate letter dated November 9, 2022.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP



**INDEPENDENT AUDITORS' REPORT
ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY UNIFORM GUIDANCE
AND ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

November 9, 2022

Members of the Board of Education
Lincolnwood School District 74
Lincolnwood, Illinois

Report on Compliance for Each Major Federal Program

We have audited the Lincolnwood School District 74, Illinois' compliance with the types of compliance requirements described in the *Uniform Guidance Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2022. The District's major federal programs are identified in the summary of auditor's results section of the accompany schedule of findings and questioned costs.

Management Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and Uniform Guidance required that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the District's compliance.

Lincolnwood School District 74, Illinois
November 9, 2022

Opinion on Each Major Federal Program

In our opinion, the Lincolnwood School District 74, Illinois complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Report on Internal Control over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Lincolnwood School District 74, Illinois
November 9, 2022

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Lincolnwood School District 74, Illinois as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We issued our report thereon dated November 9, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

**Schedule of Findings and Questioned Costs
Year Ended June 30, 2022**

SECTION 1 – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditor’s report issued on the financial statements:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified:	No
Significant deficiencies identified:	No
Noncompliance material to the financial statements noted:	No

Federal Awards

Type of auditor’s report issued on compliance for major programs:	Unmodified
Internal control over major programs:	
Material weakness(es) identified:	No
Significant deficiencies identified:	No
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a):	No

Major programs identified:	
<u>CFDA Number(s)</u>	<u>Name of Federal Program/Cluster</u>
84.425	Elementary and Secondary School Emergency Relief Fund

Dollar threshold used to distinguish between Type A and Type B programs:	\$750,000
--	-----------

Auditee qualified as a low-risk auditee:	No
--	----

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

**Schedule of Findings and Questioned Costs – Continued
Year Ended June 30, 2022**

SECTION 2 – FINANCIAL STATEMENT AUDIT FINDINGS

None

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

**Schedule of Findings and Questioned Costs – Continued
Year Ended June 30, 2022**

SECTION 3 – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

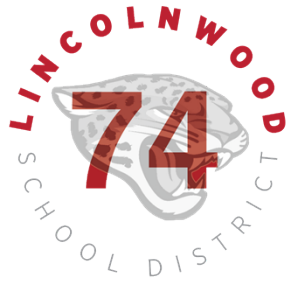
None

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

**Schedule of Findings and Questioned Costs – Continued
Year Ended June 30, 2022**

SECTION 4 – PRIOR YEAR AUDIT FINDINGS

None



Executive Summary Finance Committee Meeting

DATE: March 23, 2023

TOPIC: 6-year | Middle School Math Program Adoption | Carnegie Learning, Inc. © 2014-2023

PREPARED BY: Dominick Lupo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The Board of Education approves all curricular adoptions and contracts.

The Middle School Math Committee met throughout the 2022-2023 school year to discuss program review. The committee consisted of eleven teacher representatives ranging in expertise from all grade-levels and programs that utilize our middle school math materials. Representatives unpacked five of the most popular and widely used programs at the middle school level. Using a standardized rubric, along with committee discussion, the team chose the *Middle School Math Solution* program from *Carnegie Learning, Inc. © 2014-2023* as the series best suited to meet our students' needs. This program balances an age appropriate amount of materials with ample meaningful learning experiences to teach the skill or topic being explored. Committee members were unanimous in their support of the *Carnegie* program for this adoption. This program recommendation replaces the *McGraw-Hill Glencoe Math* program.

This program represents a positive instructional shift in rigor and style in which math is presented and explored by middle school students. The most up-to-date math instruction employs a conceptual

approach meaning students learn to understand why math operations work, versus the traditional procedural approach where students learn by memorizing a series of steps to solve a problem.

This program will allow us to meet our students at their current levels of understanding, and give us more options for extending their understanding beyond our current program's capabilities. In addition to print and electronic materials, this adoption comes with *Carnegie's* virtual program called *Mathia*. In *Mathia* students practice and extend their capabilities virtually. The tool utilizes an "intelligence" program that both assesses students on current understanding and offers immediate feedback to students as they are working through conceptual and application-based problems.

In addition to the materials and subscriptions, the administration is looking to secure a solid, initial professional development plan as we work with the teachers to roll out this new program. This will include two, full-day initial implementation workshops where representatives from *Carnegie* will be individually working with all of our middle school math instructors on lesson planning and delivery. They will also be working with the staff to help them understand and utilize all of the available tools targeted to specific profiles of learning needs. Additionally, we are looking to have *Carnegie* instructors come back four times (once per quarter) over the course of the first year of implementation to continue guiding our staff in the direction of full implementation of the program.

The District's Legal Counsel reviewed all documents and offered an Amendment to *Carnegie's* terms and conditions and privacy policy. *Carnegie* signed the Amendment "as-is," and as a result, Legal stated that we were able to proceed with the Contract and the signed Amendment.

Fiscal Impact:

The fiscal impact of the 6-year adoption will be \$106,286.11 for all materials and professional development.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the Contract for the middle school math Program from *Carnegie Learning, Inc. © 2014-2023* for six years (from the 2023-2024 school year to the 2028-2029 school year) in the amount of \$106,286.11.



501 Grant St, STE 1075
 Pittsburgh, PA, 15219
 (888) 851-7094
 Send Payment to: PO Box 6001, Hermitage, PA 16148-1001

QUOTE NO: Q-39504

DATE: 3/10/2023
 EXPIRES ON: 7/31/2023

CONTACT INFORMATION		
Lincolnwood School District 74 6950 N East Prairie Rd Lincolnwood, IL, 60712	Dominick Lupo Assistant Superintendent for Curriculum & Instruction 847-675-8234 dlupo@sd74.org	Tony DePalma AE (724) 263-8547 tdepalma@carnegielearning.com

Grade 6

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
Math Solutions - Print Student Edition and Mathia Course 1	Carnegie Learning Math Solution, Blended - Print Student Edition and MATHia	6 Yrs	160	\$27,572.80
• Math 4e - Student Edition Course 1	Print MATHbook - Student Edition	6 Yrs	160	Included
• MATHia Student License	MATHia per Student License	6 Yrs	160	Included
Grade 6 TOTAL:				\$27,572.80

Grade 7

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
Math Solutions - Print Student Edition and Mathia Course 2	Carnegie Learning Math Solution, Blended - Print Student Edition and MATHia	6 Yrs	148	\$25,504.84
• Math 4e - Student Edition Course 2	Print MATHbook - Student Edition	6 Yrs	148	Included
• MATHia Student License	MATHia per Student License	6 Yrs	148	Included
Grade 7 TOTAL:				\$25,504.84

Grade 8

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
Math Solutions - Print Student Edition and Mathia Course 3	Carnegie Learning Math Solution, Blended - Print Student Edition and MATHia	6 Yrs	175	\$30,157.75
• Math 4e - Student Edition Course 3	Print MATHbook - Student Edition	6 Yrs	175	Included
• MATHia Student License	MATHia per Student License	6 Yrs	175	Included
Grade 8 TOTAL:				\$30,157.75

Algebra I

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
Math Solutions - Print Student Edition and Mathia Algebra I	Carnegie Learning Math Solution, Blended - Print Student Edition and MATHia	6 Yrs	10	\$1,723.30

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
• Math 4e - Student Edition Algebra I	Print MATHbook - Student Edition	6 Yrs	10	Included
• MATHia Student License	MATHia per Student License	6 Yrs	10	Included
Algebra I TOTAL:				\$1,723.30

Teacher Guides

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
Math 4e - Teacher's Implementation Guide	Print MATHbook - Teacher's Implementation Guide	1 Yrs	4	\$324.00
Teacher Guides TOTAL:				\$324.00

Professional Learning

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
PL Onsite Implementation Workshop MSMS and/or HSMS (PL)	Onsite, Initial Implementation Workshop, per day (includes materials), up to 25 participants per facilitator		2	\$6,480.00
PL Onsite Consulting, Coaching, & Support Math (PL)	Onsite, Job-Embedded In-Classroom Support, Coaching, Consulting, or Partnership Meeting per day		4	\$10,800.00
Professional Learning TOTAL:				\$17,280.00

SUBTOTAL:	\$102,562.69
SHIPPING AND HANDLING:	\$3,723.42
STATE SALES TAX:	\$0.00
TOTAL:	\$106,286.11

Additional Notes:

Please email purchase order to tdepalma@carnegielearning.com

TERMS AND CONDITIONS

- The attached quotation is confidential and proprietary information not to be distributed or shared by the Customer.
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s Terms of Use policy available at: <http://www.carnegielearning.com/terms-of-use>
- Prices are subject to change without notice.
- Quote is valid for 30 days.
- Please include your tax exempt certificate with your purchase order. The Carnegie Learning Federal Tax ID# is 25-1805640.
- Payment Terms: Net 30 Days. Payment of entire invoice amount is required within 30 days from invoice date.
- All media sold by Carnegie Learning, Inc. are sold on a non-returnable basis. The only exceptions to this policy are:
 - Media received that was not ordered (wrong title, wrong quantity). Materials must be in original shrink wrap, if applicable, and not used.
 - Media received in a damaged condition that would render it unsuitable for use.
 - Customer is responsible to inspect textbook shipments and report any textbook quantity, title or damage issues within 45 days of receipt. Failure to report issues within the 45 days could result in additional return fees.
- Carnegie Learning, Inc. is under no obligation to accept return requests after 45 days of customer receipt of order.
- Customer is responsible for expedited shipping costs that fall outside of our standard delivery process. All textbooks carry a standard shipping time frame of 4-6 weeks. Shipments will occur earlier if stock is available.
- Multi-year licenses run consecutively from license activation date.
- The school district is responsible for providing all hardware necessary to run the software, as specified in CLI's Systems Requirements (available at <http://carnegielearning.com/support>). Prices do not include hardware.
- All Professional Development services purchased expire at the term of this agreement. Standalone Professional Development purchases will expire one year from the purchase date.
- An additional credit card fee of 2.5% of total before sales tax will be applied if customer decides to pay by credit card.
- All credit memos and credit balances that exceed 120 days old will first be applied to any existing balances. After application, any remaining credit balance will be refunded via a check. Carnegie Learning will mail the check to the address on file.

EMC SCHOOL AND MONDO EDUCATION ARE PART OF CARNEGIE LEARNING
501 GRANT STREET, SUITE 1075, PITTSBURGH, PA 15219
Phone 888.851.7094 + Fax 412.690.2444 + www.carnegielearning.com



Terms of Use

Updated and Effective Date: These Terms of Use are updated and effective as of October 31, 2022

These Terms of Use (“Terms”) apply to any websites, software, applications, or online services owned and operated by Carnegie Learning, Inc. (“Carnegie Learning” or “we” or “us”) that post a link to or include these Terms of Use (collectively, our “Sites”). We appreciate your interest in our Sites.

Important! Please carefully read these Terms before using the Sites, as they may affect your legal rights and obligations. You affirm that you have the capacity and authority to agree to these Terms.

Where permitted by applicable law, note that the “ARBITRATION AGREEMENT” section below contains provisions that require, with limited exceptions, all disputes arising out of or relating to your use of the Sites to be resolved in binding arbitration, and not in court, and that you and Carnegie Learning, Inc. waive the right to bring or participate in a class action in connection with such disputes. Please read the ARBITRATION AGREEMENT carefully. By using the Sites or accepting these Terms, you hereby agree to be bound by the ARBITRATION AGREEMENT.

TABLE OF CONTENTS

- [1. These Terms apply to all use of our Sites](#)
- [2. We treat your personal information in accordance with our Privacy Policy.](#)
- [3. Additional terms apply if you register for or use an account on our Sites.](#)
- [4. We may change our Sites and our offerings at any time.](#)
- [5. Consent to Recording of Classes](#)
- [6. We retain all rights to our trademarks, copyrights and other intellectual property.](#)
- [7. Your license to use Site Content](#)
- [8. User Content Submissions](#)
- [9. Your use of our Sites must comply with our standards of conduct.](#)
- [10. If you believe that your copyrighted work has been improperly used on our Site, you should notify our copyright agent.](#)
- [11. Third Party Links, Content, and Applications](#)
- [12. Social Distribution and Widgets](#)
- [13. Linking Policy](#)
- [14. Promotions](#)
- [15. Correction of Pricing and Related Product Information](#)
- [16. Accuracy of Billing and Account Information](#)
- [17. E-Commerce](#)
- [18. DISCLAIMER OF WARRANTIES; WAIVER.](#)
- [19. LIMITATION OF LIABILITIES; WAIVER.](#)
- [20. If you violate these Terms, and someone makes a claim against us as a result, you must make us whole; INDEMNIFICATION](#)
- [21. Location of the Sites and Territorial Restrictions](#)
- [22. ARBITRATION AGREEMENT/GOVERNING LAW/CLASS ACTION WAIVER/DISPUTE RESOLUTION \(U.S. Residents only\)](#)



[25. Certain other miscellaneous provisions also apply.](#)

[26. If you have questions or concerns, please contact us, and we will try to resolve them.](#)

1. These Terms apply to all use of our Sites

These Terms apply to all use of our Sites. By accessing or using the Sites, including through any subscription or license purchased from us on your behalf, you agree that these Terms are a binding contract that apply to all of your use of the Sites. By visiting the Sites, you are agreeing that you will comply with these Terms. If you do not agree to these Terms, you may not access or use our Sites.

When using particular services or features of the Sites, in addition to these Terms, a separate guidelines document, payment terms or end user license agreement may apply to your use of that feature or service ("**Additional Terms**"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

You agree that you will be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Sites. You also agree to comply with all rules, laws and regulations that are applicable to your use of the Sites, including, without limitation, those governing your transmission or use of any software or data.

To the maximum extent allowed by applicable law, we reserve the right, at our sole discretion, to update, change, or replace any part of these Terms in the future by posting changes to our website without prior notice ("Updated Terms"). You agree that we may notify you of the Updated Terms by posting them on the Sites so that they are accessible via a link on the homepage or otherwise. We encourage you periodically to review the Terms posted on our Sites. If you do not agree to changes in the Terms of Use as they may occur, please discontinue your use of our Sites. Your continued use of or access to the Sites following the posting of the Updated Terms (or engaging in such other conduct as we may reasonably specify) will signify your agreement to the Updated Terms. Therefore, you should review these Terms before using the Sites. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Sites from that point forward.

If you do not agree to changes in the Terms, you may not access or use our Sites or any services.

2. We treat your personal information in accordance with our Privacy Policy.

Information we collect is subject to our Privacy Policy, which applies to our Sites. Our Privacy Policy is considered a part of these Terms. To view our Privacy Policy, [click here](#).

3. Additional terms apply if you register for or use an account on our Sites.

Portions of our Sites offer you the option of registering as a member and require you to provide information to participate. This Section 4 states additional terms that apply to such accounts.

Users who register for the Sites are required to provide us with true, accurate, current, and complete information, which may include your name, email address, job title, phone number, school, school district, and password. If you submit personal information to register for an account with us or to otherwise participate in any services, that information will be governed by the [Privacy Policy](#). You also must update your account when information you have provided to us changes. To update your account information, click on the "Your Account" link where available or contact us at privacy@carnegielearning.com.

You are responsible for maintaining the confidentiality of your account login names and passwords, and you must not permit use of your account by anyone else. You agree not to sell or otherwise transfer your membership or any membership rights. You accept responsibility for all activities that occur under your account, including product purchases made using your account. If you have reason to believe that someone is using your account without your permission, you agree to contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use of your account.

Providing Students Access to the Sites

As part of your account, you may provide information to us about your student roster, including student names and email addresses, and may authorize and instruct students to access and use our Sites by creating an account on their behalf and instructing them to visit the Sites to designate a password and thereafter access their account. In doing so, you must ensure that you provide access only to students who are U.S. or Canadian residents. If you provide access to students outside the U.S., you will do so in accordance with applicable law otherwise authorized to access the Sites in their jurisdiction of residence. You will notify students (and their parent or legal guardian, for students younger than the age of 18 or the age of majority in their jurisdiction of residence) that use of the Sites is subject to registration with Carnegie Learning, and that the Sites are governed by these Terms of Use and our [Student Privacy Policy](#). You acknowledge and agree that we will collect certain personal information from students in accordance with our [Student Privacy Policy](#).



have secured from the parent or legal guardian of each such student any consent necessary under COPPA (or any other applicable law) for our collection, use, and disclosure of personal information collected from that student – or that you hereby provide such consent on behalf of the student's parent or legal guardian.

4. We may change our Sites and our offerings at any time.

We reserve the sole right (but are under no obligation to) update, modify, replace, or alter any of the Sites, in whole or in part, from time to time without any liability to you. For example, we reserve the right to take any of the following actions at our discretion at any time, and without giving you prior notice:

- Cease to operate the Sites or features within the Sites.
- Change or discontinue any of our Sites, and the products, promotions, and other offerings on the Sites.
- Limit the availability of products.
- Impose conditions on the product licenses.
- Restrict or terminate your access or registration to the Sites or otherwise deny you access in our sole discretion without notice.

We will not be liable to you or any third party for taking any of these actions. If we terminate your access to any of the Sites, you must immediately stop using the Sites. Upon termination, these Terms shall continue to apply to any other use of the Sites that you are permitted to make. Any termination will not affect our rights as to any violation of these Terms by you.

5. Consent to Recording of Classes

With your consent, certain courses on the Sites may be recorded, stored, used and shared by Carnegie Learning for any purposes as described below. By joining the course, you understand that your audio and likeness may be recorded, and agree that you are consenting to these recordings. Please refer to our [Privacy Policy](#) for further details.

6. We retain all rights to our trademarks, copyrights and other intellectual property.

Unless otherwise explicitly specified, the trademarks used on the Sites, the products offered through the Sites, the appearance and content of the Sites, and the technology used to provide the Sites, and all materials that are included in or are otherwise a part of the Sites, including but not limited to the Carnegie Learning Resource Center and Sample Center, including past, present and future versions, domain names, source and object code and the “look and feel” of the Sites (“**Site Content**”) are owned, controlled or licensed by Carnegie Learning, Inc., its subsidiaries or affiliates, and are protected and are protected from unauthorized use, copying and dissemination by intellectual property, including copyright, trademark, patent, and other laws, rules, regulations and treaties. You must comply with all such laws. As between you and us, we retain all right, title and interest in and to the Site Content.

Site Content includes, but is not limited to, content that is generated by you through and during your use of the Sites, such as recorded live sessions.

Site Content may not be copied, reproduced, downloaded or distributed in any way, in whole or in part, except with the express permission of Carnegie Learning, Inc.

7. Your license to use Site Content

You are only permitted to access and use the Sites for your own personal, educational and noncommercial purposes. We grant you a limited, nonexclusive, revocable and non-transferable license to view, play, and interact with Site Content, except as may be specifically restricted by a particular purchase or license. This license is subject to your full compliance with these Terms.

When you view or use Site Content, you must keep intact all copyright and other proprietary notices, and agree not to remove, obscure or alter any trademark, copyright or other legal notices or to use our trademarks in meta tags or in any way that is likely to cause confusion or that disparages or discredits us.

You further agree not to: (1) download, archive, store in a database or otherwise copy any part of the Sites or its content; (2) modify or otherwise create derivative works of the Site Content; (4) copy or adapt any object code associated with the Sites or reverse engineer, modify or attempt to discover any source code associated with the Sites, or allow or assist any third party to do so (whether or not for your benefit); (4) distribute or otherwise disseminate any part of the Site Content; and (5) in any way exploit any part of the Site Content.

The Sites offer you access to Carnegie Learning software products and other materials.

8. User Content Submissions

The Sites may provide you the ability to submit content to us or post content publicly on the Sites (including, without limitation, photographs, videos, reviews, testimonials, promotion entries, writings, pictures, data, questions, answers, comments, and suggestions) (collectively, “User Content”).



You agree that you either: (i) own the rights to the User Content you submit and the right to grant all of the rights and licenses in these Terms; or (ii) you have all necessary rights and licenses from the owner(s) of these rights to enter into these Terms and grant Carnegie Learning, Inc. the license below. Upon Carnegie Learning, Inc.'s request, you will furnish Carnegie Learning, Inc. any documentation, substantiation or releases necessary to verify your compliance with these Terms.

You agree that we may, at any time, without restriction, edit, copy, publish, reproduce, translate, distribute, share, and otherwise use in any medium any User Content without your further permission. We are and shall be under no obligation (1) to pay compensation for any User Content; or (2) to respond to any User Content.

Carnegie Learning, Inc. is not responsible for the substance of any User Content and such User Content does not necessarily reflect the views of Carnegie Learning, Inc. We may, but are under no obligation to, monitor, edit or remove User Content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. We may remove or refuse to post any User Content for any reason in our sole discretion.

You also acknowledge that the Internet may be subject to breaches of security and should be aware that submissions of User Content or other information may not be secure, and you should consider this before submitting any information to Carnegie Learning, Inc.

You remain the owner of your User Content, but you acknowledge that Carnegie Learning, Inc. must have a license from you in order to accept your User Content. Accordingly, you grant to Carnegie Learning, Inc. an unrestricted, worldwide, irrevocable, perpetual, transferable and royalty-free license (but not obligation) to host, use, copy, distribute, display, perform, modify, translate, store or otherwise exploit all or any portion of your User Content for any purpose whatsoever in all formats, on or through any media, technology or device now known or hereafter developed.

You agree that Carnegie Learning, Inc. is free to use any ideas or concepts contained in any User Content for any purposes whatsoever, including, without limitation, developing, manufacturing and marketing products and services, and creating informational articles, without any payment of any kind to you. You authorize Carnegie Learning, Inc. to publish your User Content in a searchable format that may be accessed by users of the Sites and the Internet. This may include User Content that you submit through our accounts on social media websites (e.g., Facebook, Instagram, Twitter, and LinkedIn). To the fullest extent permitted, you waive any moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

You acknowledge that Carnegie Learning, Inc. may be working on or developing material similar or the same in nature to your User Content and that Carnegie Learning, Inc. may have received similar or the same intellectual property rights from another party. Carnegie Learning, Inc. owes you no obligation connected to your submissions unless you and Carnegie Learning, Inc. enter a written agreement to that effect. Any discussion or negotiations between you and Carnegie Learning, Inc. regarding your submissions does not constitute recognition of the novelty or originality of your User Content.

You agree that Carnegie Learning, Inc. has no obligation to monitor or enforce your intellectual property rights to your User Content but has the right to protect and enforce its and its licensees' rights to your User Content. Carnegie Learning, Inc. will not have any obligation to you with regard to User Content and Carnegie Learning, Inc. may or may not monitor, display, or accept your User Content and may delete it at any time. You are solely responsible for any User Content you submit and its accuracy. We take no responsibility and assume no liability for any User Content posted by you or any third-party.

User Interactions and Disputes

You are solely responsible for your interaction with other users of the Sites, whether online or offline. We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others, when you submit or post any personal or other information, and in all other online activities.

Acceptable Use Policy: Community Rules

When you contribute, upload or otherwise provide User Content to the Sites, you agree to comply with the following Community Rules ("Rules"):

- **User Content must be yours.** All User Content must be original with you, not copied from someone else's work, and you must have all rights in the User Content; OR, all persons who contributed in any way or have any rights to your User Content or otherwise appear in the User Content have given you permission to upload and distribute the User Content on the Site and elsewhere, with appropriate attribution if required.
- **No pictures or images of anyone without permission.** If you choose to upload photos to the Sites, link to embedded videos, or include other images of real people, make sure you have their express permission to post it.



the internet.

- **No music.** Your User Content may not contain any music unless the work and performance is original to you and/or you have all rights to the musical work (including any performances). No jingles, sampling or otherwise.
- **Keep it relevant.** Your User Content should relate to the content on the Sites and should be intended to add to the discussion and community on the Site.
- **Please follow codes of social decency.** Express yourself with non-offensive individual self-expression. Be respectful of others' opinions and comments so we can continue to build a community for everyone to enjoy. If you think your User Content might offend someone, chances are it probably will and it doesn't belong on the Site. Cursing, flaming, harassing, stalking, posting insulting comments, personal attacks, gossip or similar actions are prohibited. Your User Content may not threaten, abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, gender, sexual orientation or physical handicap or that are defamatory, slanderous, indecent, obscene, pornographic or sexually explicit.
- **Do not post User Content to the Sites for commercial purposes.** Your User Content may not advertise or promote a product or service except those provided on the Sites. You may not use your User Content to raise money for anyone or for a pyramid or other multi-tiered marketing scheme.
- **Do not upload User Content that is inappropriate or illegal.** Your User Content may not promote any illegal activity. If someone could go to jail for taking action suggested by your User Content, don't upload or post it. If you do upload or post User Content that is illegal or in violation of applicable law, we reserve the right to take action that we deem appropriate, in our sole discretion, including reporting you to the proper governmental authorities.
- **No violence.** Your User Content may not promote violence or describe how to perform a violent act.
- **Be honest and do not misrepresent yourself or your User Content.** Do not impersonate any other person, user or company or upload or post User Content that you know is false, fraudulent, deceptive, inaccurate, misleading or that misrepresents your identity or affiliation with a person or company. You may not use a false e-mail address or otherwise mislead us or third-parties as to the origin of any User Content.
- **Public forum.** We hope that you will use the Sites to exchange information and content and have discussions with other members. However, please remember that you are submitting User Content to a public forum and User Content that you post will be accessible and viewable by other users. Do not post personal information (e.g., full name, password, phone number, address, e-mail address or other personally identifiable information or contact information).
- **Don't share other people's personal information.** Your User Content may not reveal another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact, or impersonate that individual or that is extremely personal in nature. Make sure you have permission to use photos or any other material that could be identified to an individual.
- **Don't damage the Sites or anyone's computers.** User Content may not contain viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Site or any computer system.

In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.

9. Your use of our Sites must comply with our standards of conduct.

To help maintain the integrity of our Sites and the user experience of all users of the Sites, you agree not to misuse the Sites or their content. For example, you must not do (or attempt to do) any of the following, or encourage or assist others to do any of the following:

- Disrupt or interfere with the normal operation and navigation of the Sites or the availability of the Sites .
- Circumvent any measures we use to limit access to the Sites or particular content or features available on the Sites.
- Access or use the Sites for any illegal or unauthorized purposes.
- Access the Sites using any unauthorized "robot," "spider," "scraper" or other data mining technology or automated means (except as may be a result of standard search engine or Internet browser usage).
- Process, frame, mask, extract data or other materials from the Site Content (except as may be a result of standard search engine or Internet browser usage).
- Transmit or install any malware, spyware, worms or viruses or any code of a destructive nature.
- Display the Sites, or any of their content, in a "frame," in connection with any other content or trademark, or in any other way that could potentially deprive us of revenue or falsely suggest a relationship between us and any third party.
- Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Sites.
- Make any commercial use of the Sites or their content, including collection or use of information concerning our product offerings, descriptions, images, prices and sales volumes.
- Maintain any link to the Sites from any commercial website, or maintain any other link that we ask you to remove.



- Use the Sites to advertise or promote any goods or services other than ours. This includes chain letters, junk mail, "spamming," solicitations (commercial or non-commercial), or bulk communications of any kind, including but not limited to distribution lists that include any person who has not given specific permission to be included on such a list.
- Use the Sites to send or post any message or material that is unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented, threatening, racially offensive, inaccurate, or otherwise objectionable, or that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation. This includes material in the form of text, graphics, audio, video, or programs.
- Use a false name or contact information, impersonate any person or entity, or otherwise misrepresent your identity, affiliation or the origin of materials you transmit.

Use any other subscriber's information, personal or otherwise, for any commercial purpose or to obtain direct financial gain.

10. If you believe that your copyrighted work has been improperly used on our Site, you should notify our copyright agent.

We respect the intellectual property rights of others. You may not use a Site for any purpose or in any manner that infringes the rights of any third party. Carnegie Learning, Inc. encourages you to report any content on a Site that you believe infringes your rights. Only the intellectual property rights owner or person authorized to act on behalf of the owner can report potentially infringing content. If you have a good faith belief that content on a Site infringes your copyright, trademark, or other intellectual property rights, please follow the procedures set forth below.

In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA"), Carnegie Learning, Inc. has a designated agent for receiving notices of copyright infringement and Carnegie Learning, Inc. follows the notice and take down procedures of the DMCA.

If you believe that content on the Sites has been copied in a way that infringes your copyright, please provide Carnegie Learning, Inc.'s copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the DMCA, 17 U.S.C. 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe that any content on a Site violates your rights other than copyrights, please provide Carnegie Learning, Inc.'s with at least the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (c) an explanation of what rights you own/have and why you believe the content infringes your rights sufficient for us to evaluate your complaint; and (d) accurate contact information for you.

Please send your notice of claims of copyright infringement on or regarding a Site or other complaint regarding alleged violation of rights to Carnegie Learning, Inc.'s copyright agent, who can be reached as follows:

DMCA Agent

Carnegie Learning

501 Grant Street

Union Trust Building, Suite 1075

Pittsburgh, PA 15219, USA

dmca@carnegielearning.com

NOTE: This contact information is for inquiries regarding potential copyright and other infringement only.

We have a policy of terminating the accounts of users who (in our reasonable discretion) are repeat infringers. It is often difficult to determine if your intellectual property rights have been violated or if the DMCA requirements have been met. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

Carnegie Learning, Inc. will provide you with notice if your materials have been removed based on a third party complaint of alleged infringement of the third party's intellectual property rights.



operate, maintain, control, or endorse any such third party content and are not responsible for examining or evaluating the content or accuracy of any third party content.

Third party links on the Sites may direct you to third party websites or online services or features that are not affiliated with us. Functionality on the Sites may also permit interactions between the Sites and a third party web site or online feature, including applications that connect the Sites or your profile on the Sites with a third party site (including, but not limited to, Facebook, Instagram, Twitter, and LinkedIn). We do not control any of these third party sites or any of their content. Accordingly, you expressly acknowledge that we make no representation or warranties about the completeness, accuracy, or existence of any advertising, products, resources, content or other materials on or available from third party sites or online features and any reliance placed by you on such materials is at your own risk. If you choose to use applications that connect the Sites or your profile on a Site with a third party site, you acknowledge and agree that you are consenting to the information about your account being shared; and that your use of these third party applications may cause information about you to be publicly disclosed.

Neither Carnegie Learning nor its service providers are responsible for the practices of any third party. Your correspondence and business dealings with third parties found through the Sites including, without limitation, the payment and delivery of products and services, and any terms, conditions, warranties and representations associated with any such dealings, are solely between you and the third party. You acknowledge and agree that Carnegie Learning is not liable for any loss or damage which may be incurred by you as a result of your interaction with any third party.

12. Social Distribution and Widgets

Carnegie Learning may allow you – but only through express written permission – to engage in certain personal uses of Site Content that include the ability to share Site Content with others ("**Social Distribution**"). For example, the Sites may allow you to send Site Content to friends, display Site Content on your personal web site or post Site Content on a third-party web site. You understand that only Carnegie Learning can make claims, promises or statements on behalf of Carnegie Learning about its products and services and agree not to do so. You also agree that you will not imply that you and Carnegie Learning are affiliated in any way or that Carnegie Learning approves of your comments. We reserve the right to revoke our permission for Social Distribution at any time and for any reason and you agree to immediately cease Social Distribution upon notice of revocation and to comply with any terms we post in connection the Social Distribution of Site Content.

Similarly, a Site may provide content that you may choose to embed on your personal web page, third party web site or social networking site by pasting the HTML or other code provided by us (typically labeled as an embed code) ("**Widgets**"). Widgets are Site Content and subject to the limited, revocable license described above. We may discontinue providing the services necessary for the Widgets to operate or we may disable Widgets you have embedded at any time for any reason without any liability to you. You agree that our permission to you to use Widgets on your personal web page does not provide you (or any third party) with any intellectual property rights in or to the Widget or any Site Content made available via any Widget.

NOTICE TO THIRD-PARTY SITES: Any Site Content made available in connection with your web page, social networking site, or otherwise, by our Widgets, third-party widgets or otherwise is our exclusive property and no grant of any intellectual property rights is made by us. We retain the right to demand that you cease any use of our Site Content upon notice.

13. Linking Policy

Carnegie Learning grants you the revocable permission to link to the Sites; provided, however, that any link to the Sites: (a) must not frame or create a browser or border environment around any of the content on the Site or otherwise mirror any part of the Site; (b) must not imply that Carnegie Learning or the Sites are endorsing or sponsoring any third party or its products or services, unless Carnegie Learning has given the third party prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in Carnegie Learning's sole opinion, harm Carnegie Learning or its products or services; (d) must not use any Carnegie Learning trademarks without the prior written permission from Carnegie Learning; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Carnegie Learning's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. By linking to the Site, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms, Carnegie Learning reserves the right to prohibit linking to the Site for any reason in our sole and absolute discretion.

14. Promotions

The Sites may contain or offer sweepstakes or other promotions, which may be governed by a separate set of rules that describe the sweepstakes or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid and to determine the sponsor's requirements of you in connection with the applicable sweepstakes or promotion.

15. Correction of Pricing and Related Product Information



or update information (including, without limitation, information related to pricing, availability and product descriptions), at any time without notice (including, without limitation, after a consumer may have submitted an order and received confirmation from us). In the event that an item is listed at an incorrect price or with other incorrect information, Carnegie Learning shall have the right, in its sole discretion, to refuse, cancel or revoke any order placed for that item, whether or not the order has been confirmed and your credit card charged. If your credit card has been charged for any order subsequently cancelled, Carnegie Learning will issue a credit to your credit card. We apologize for any inconvenience this may cause you.

We shall not be liable to you or to any third party for any price changes or errors. Unless otherwise stated, for users viewing the Sites from the United States prices on the Sites are in United States dollars. For users viewing the Sites from other countries, the prices on the Sites are in United States dollars.

16. Accuracy of Billing and Account Information

We reserve the right to refuse any order or any part of any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by unauthorized dealers, resellers or distributors. Further, we reserve the right to verify the validity of all orders and cancel any order if we find evidence of fraud, tampering and/or any other violation of these Terms. We reserve the right, in our sole and absolute discretion, to require proof of identity (in a form acceptable to us): (i) for the purposes of verifying the legitimacy of any order and/or other information; and/or (ii) for any other reason we deem necessary, in our sole and absolute discretion, for the purposes of fulfilling an order in accordance with our interpretation of the terms and conditions of these Terms.

You agree to provide current, complete and accurate purchase and account information for all purchases made at the Sites. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

17. E-Commerce

Sales transactions on the Sites are subject to these Terms and our sales policies, where applicable. You agree to pay all applicable fees and taxes. Applicable tax will also be applied to the shipping and handling, return shipping and other charges. Taxes may depend on delivery location. You will be billed for your order at the time your order is placed. We may use one or more third parties to process your payment information when you make a purchase on the Sites. The payment processor may depend on the payment method you select. Additional terms and conditions imposed by the third party processor may apply.

18. DISCLAIMER OF WARRANTIES; WAIVER.

To the fullest extent permissible by applicable law, Carnegie Learning, Inc. and its subsidiaries, affiliates, directors, officers, employees, agents, contractors, interns, suppliers, vendors, service providers, licensors, or other representatives of each of them (collectively, "Carnegie Learning Parties") make no representations, warranties, endorsements, or conditions of any kind whatsoever, either express or implied, as to: (1) the Sites or Site Content, (2) products and services sold by Carnegie Learning, Inc. (3) User Content; and/or (4) security associated with the transmission of information to Carnegie Learning, Inc. or via the Sites.

In addition, to the fullest extent permissible by applicable law, the Carnegie Learning Parties disclaim all warranties or conditions: (1) that the Sites will meet your requirements; (2) that the Sites or access to them will be uninterrupted, timely, secure, or free of errors or omissions; (3) that defects will be corrected; (4) that the Sites or the servers hosting them will be free of viruses, other harmful code or components; or (4) that the Sites or its content will continue to be available. You agree that from time to time we may disable the Sites for indefinite periods of time or shut down the Sites at any time, without notice to you. The Carnegie Learning Parties shall have no liability for any such issues.

To the fullest extent permissible by applicable law, the Carnegie Learning Parties disclaim any express or implied warranties or conditions as to the Sites, including, without limitation, non-infringement, merchantability, merchantable quality, fitness for a particular purpose, durability, title, custom, trade, quiet enjoyment, system integration, and freedom from computer virus, and as to quality, availability and subject matter of content.

To the maximum extent permitted by applicable law, the Sites, Site Content, and all products and services sold by Carnegie Learning, Inc. are (except as expressly stated by us) provided "as is," "as available," and "with all faults."

Your access to, use of, and/or participation in the Sites, or inability to access, use, or participate, is solely at your own risk. If you are dissatisfied with the Sites, your sole and exclusive remedy is to discontinue accessing and using them. The Carnegie Learning Parties do not represent or warrant that your use of the Sites is lawful in any particular jurisdiction, and the Carnegie Learning Parties specifically disclaim such warranties.



use of the Sites will be accurate or reliable.

You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Sites is at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

You understand and agree that we do not guarantee that any information in or provided in connection with the Sites is accurate, complete, or current. The material on the Sites is provided for informational purposes and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. We are not responsible for any errors or omissions or for the results obtained from the use of such information. The information is provided with the understanding that neither we nor our members, while such members are participating in the Sites, are engaged in rendering legal, medical, counseling or other professional services or advice. We encourage you to seek appropriate professional advice or care for any situation or problem which you may have. Any reliance on the material on the Sites is at your own risk.

By accessing or using the Sites, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Sites.

By providing us any personal information related to students (including students younger than the age of 13), you represent and warrant that: (a) you will comply with any and all applicable laws and regulations;

(b) you have the full power and authority necessary to agree to these Terms of Use and doing so will not conflict with any other obligation or agreement with any third party; and (c) you have all rights and permissions from a parent or legal guardian of each student to whom you provide access to the Sites that are necessary for such student to use the Sites and provide Carnegie Learning with personal information relating to such student or you hereby grant such permissions as permitted by and in accordance with applicable law.

The Carnegie Learning Parties do not endorse User Content and are not responsible for User Content.

19. LIMITATION OF LIABILITIES; WAIVER.

The laws of certain jurisdictions, which may include the province of Quebec, do not allow the exclusion or limitation of legal warranties, conditions or representations, or the limitation of liability or certain damages for consumers. If these laws apply to you, some or all of the below exclusions or limitations may not apply to you and you may have additional rights.

To the maximum extent permitted by applicable law, you agree that under no circumstances shall the Carnegie Learning Parties be liable to you or anyone else for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from: (A) the Sites or Site Content; (B) User Content; (C) your use, or inability to use, or the performance of the Sites or any Carnegie Learning, Inc. products or services; (D) action taken in connection with an investigation by the Carnegie Learning Parties or law enforcement authorities regarding your use of the Sites; (E) action taken in connection with copyright or other intellectual property owners; (F) any errors or omissions in the Sites' technical operation; (G) any damage that results from events beyond our reasonable control, such as damages to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of good will, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the Carnegie Learning Parties have been advised of or should have known of the possibility of such damages. However, in no event will the Carnegie Learning Parties total liability to you for all damages, losses or causes or actions exceed the amount paid by you, if any, to Carnegie Learning, Inc. for a product or service ordered through the Sites in the twelve (12) months preceding the claim or, in the event there has been no amounts paid, the amount of ten United States dollars (\$10.00). The prior limitation on damages is not intended to limit the Carnegie Learning Parties' obligation to pay prevailing party costs or fees if recoverable pursuant to applicable law. The limitations set forth in this section will not limit or exclude the Carnegie Learning Parties' liability for personal injury or property damage caused by the Carnegie Learning Parties, or for the Carnegie Learning Parties' gross negligence, fraud or intentional, willful, malicious or reckless misconduct.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. **By accessing the Sites, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and expressly waive, the benefits of section 1542 of the Civil Code of California, and any similar law of any state or territory which provides as follows:**



released party.

20. If you violate these Terms, and someone makes a claim against us as a result, you must make us whole; INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold the Carnegie Learning Parties harmless from and against any and all claims, demands, investigations, liabilities, judgments, settlements, including damages, costs and expenses, or reasonable attorneys' fees, made by any third party, due to or arising from or related to your (or any other subscriber of your account's): (1) use or misuse of the Sites or activities in connection with the Sites; (2) your User Content; (3) your breach of these Terms or the documents they incorporate by reference or anticipatory breach (4) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (5) information or material transmitted through your computer, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other rights of any person; (6) any misrepresentation made by you; or (7) the Carnegie Learning Parties' use of your information as permitted under these Terms, the Privacy Policy, or any other written agreement between you and Carnegie Learning, Inc. The Carnegie Learning Parties reserve the right to assume the exclusive defense and control of any matter subject to indemnification, and in such cases you agree to cooperate with us to defend such claim. You may not settle any claim without the prior written approval of a duly authorized employee of the Carnegie Learning Sites.

21. Location of the Sites and Territorial Restrictions

Carnegie Learning controls and operates the Sites from offices located in the United States of America. The information provided on the Sites are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Carnegie Learning to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Sites or any portion of the Sites, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.

Software related to or made available by the Sites may be subject to United States export controls. Thus, no software from the Sites may be downloaded, exported or re-exported: (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods or that has been designated by the U.S. government as "terrorist supporting"; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to this Site, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

22. ARBITRATION AGREEMENT/GOVERNING LAW/CLASS ACTION WAIVER/DISPUTE RESOLUTION (U.S. Residents only)

If you are a resident of the United States, then, as part of these Terms of Use, you and Carnegie Learning, Inc. each agree as follows (the "Arbitration Agreement")

Any claim or controversy arising out of or relating to your use of the Site (including without limitation the arbitrability of any claim or controversy) shall be resolved by binding arbitration in accordance with the Federal Arbitration Act. The parties waive their rights to file suit in court to assert any allegation, claim, or cause of action against the other, or to have a jury trial on any allegation, claim, or cause of action, and any right to do so (including without limitation the right to a jury trial) is hereby waived. Notwithstanding the foregoing, you and Carnegie Learning, Inc. retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, and Carnegie Learning, Inc. retains the right to apply to a court of competent jurisdiction for provisional or conservatory relief, including without limitation pre-arbitral attachments or injunctions, and to adjudicate disputes relating to the infringement or misappropriation of intellectual property.

Any claim or controversy arising out of or relating to your use of the Sites or this Arbitration Agreement shall be governed by the procedural and substantive laws of the Commonwealth of Pennsylvania, without reference to choice-of-law rules. The arbitration will be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures then in effect. The arbitration shall be presided over by a single arbitrator in Pittsburgh, Pennsylvania. In the event this venue will cause undue hardship to you, then, the discretion of the arbitrator, the arbitration will be conducted solely on the basis of documents submitted, with the parties participating through telephonic or video conference hearings, or at a location reasonably convenient to the parties in the state in which you reside at the time the arbitration is commenced, provided that it is within the Continental U.S. To the extent that any of the foregoing provisions are inconsistent with JAMS applicable standards then in effect, such JAMS rules shall apply.

Claims subject to this Arbitration Agreement may not be arbitrated on a class or representative basis and you will not be able to participate in an arbitration as a representative or member of any class of claimants pertaining to that claim.

All aspects of the arbitration and award shall be confidential, except to the extent disclosure is necessary in connection with an application to a court for a preliminary or permanent injunction, a petition to confirm or vacate an award, to obtain legal or other professional advice necessary for the protection of a party's rights, or as required by law or judicial decision.



The arbitrator will not have authority to award punitive or exemplary damages, and the parties waive any right to recover such damages. As part of the award, the prevailing party shall be awarded its costs, including without limitation arbitration fees, expert witness fees, if any, and reasonable attorney's fees.

You and Carnegie Learning, Inc. agree that, in the event that there are fifty (50) or more individual requests for arbitration of a similar nature filed against Carnegie Learning, Inc. within an approximately thirty-day period (or otherwise in close proximity), JAMS will administer all such similarly situated arbitration demands on a collective basis as a single, consolidated arbitration (subject to a single set of fees, proceeding schedule, and, if required, hearing) before a single arbitrator in accordance with the requirements outlined elsewhere in this section, provided that – in the event that the arbitrator deems it impracticable or inequitable to administer all such claims collectively in a single arbitration – (s)he may group demands for arbitration into groups of not fewer than twenty (20) matters, plus a remainder group as needed (or as otherwise deemed by the arbitrator to be practicable, equitable, and in best keeping with the spirit of this provision) and arbitrate each group of matters as a single, consolidated arbitration (either structure a “Batch Arbitration”). You and Carnegie Learning, Inc. agree (1) to work with JAMS in good faith to facilitate the resolution of disputes on a Batch Arbitration basis and (2) that requests for arbitration are of a “similar nature” if they arise out of the same event, agreement, or factual scenario and raise the same or similar legal issues and seek the same or similar relief. Disagreements over the applicability of this Batch Arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. This Batch Arbitration provision shall in no way be interpreted as authorizing a class or collective arbitration or action of any kind, or any suit or arbitration involving joint or consolidated claims, under any circumstances other than those expressly set forth in this section.

If any portion of this Arbitration Agreement is found to be invalid, illegal or unenforceable, for any reason, that specific portion shall be severed from the rest, but such severance shall not affect the enforceability of the remainder of this agreement. No waiver of any provision of this Arbitration Agreement will be effective or enforceable unless recorded in a writing signed by the party waiving the provision, and any such waiver shall not waive or affect any other provision of this agreement.

The foregoing provisions limit certain rights, including without limitation, the right to maintain a court action, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided in the JAMS rules and these dispute resolution terms, and the right to certain remedies and forms of relief; provided that nothing herein will restrain a California resident's right, if any, to seek public injunctive relief as permitted by law. Other rights that you would have in court also may not be available in arbitration.

23. Governing Law

Except where prohibited by law, which may include the Province of Quebec, these Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws provisions. For US residents, except otherwise stated in the Arbitration Agreement, by registering for or using the Sites, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in Pittsburgh, Pennsylvania.

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

24. Termination

If you violate any of the Terms, we reserve the right to immediately terminate your access to or registration on the Sites, remove material from the Sites, take other remedial actions, and seek any remedies permitted by law. The obligation and liabilities of the parties prior to termination shall survive the termination of this agreement for all purposes.

We also reserve the right to investigate suspected violations of these Terms, including, without limitation, any violation arising out of any emails you send to the Sites or us. Any violation of these Terms may be referred to law enforcement authorities. We will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms.

25. Certain other miscellaneous provisions also apply.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms or to exercise any right under the Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify these Terms.



determination shall not affect the validity and enforceability of any other remaining provisions.

If a court or other decision-maker should determine that any provisions of these Terms is overbroad, unfair or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable. The Section titles are inserted only as a matter of convenience and have no legal or contractual effect.

We may assign our rights and obligations under these Terms to any party at any time without any notice to you and upon such assignment we may be relieved of any further obligation hereunder. Terms may not be assigned by you without Carnegie Learning, Inc.'s prior written consent. You represent to us that you have the authority to register with the Sites according to these Terms.

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

No amendment to or modification of these Terms, or action, or delay, will be binding unless in writing and signed by Carnegie Learning, Inc. Provisions of these Terms that would logically survive termination shall survive the termination of these Terms for any reason (including without limitation, Disclaimer of Warranties; Waiver, Limitation of Liability; Waiver and Arbitration). These Terms and any additional terms (as such terms shall be identified when posted on the Sites by us) constitute the entire understanding between the parties as to subject matter hereof, and supersede all prior agreements and understandings.

26. If you have questions or concerns, please contact us, and we will try to resolve them.

If you have any questions or concerns about these Terms or the Sites, please call us toll-free at [888-851-7094](tel:888-851-7094) or contact us at:

Carnegie Learning
501 Grant Street
Union Trust Building, Suite 1075
Pittsburgh, PA 15219, USA
legal@carnegielearning.com



Connect With Us



501 Grant Street
Union Trust Building
Suite 1075
Pittsburgh, PA 15219
P: [888.851.7094](tel:888.851.7094)

LET'S TALK ▶

VIEW BLOG ▶

Join Our Mailing List

SUBMIT ▶

protected by reCAPTCHA
[Privacy](#) - [Terms](#)



Privacy Policy

[If you are a student user, please review our Student Privacy Policy.](#)

Carnegie Learning Privacy Policy

Effective: October 31, 2022

This Privacy Policy applies to any websites, software, applications, or interactive features or online services, owned and operated by Carnegie Learning, Inc. (hereinafter “Carnegie Learning,” “we” or “us”) that post a link to or include this Privacy Policy, including the learning platforms we provide access to through separate licensing agreements (“Learning Platforms”) (collectively, our “Sites”). This Privacy Policy also applies to any information we collect offline in connection with use of the Sites.

Please read this Privacy Policy carefully. Please review our [Terms of Use](#), which also applies to your use of the Sites. By accessing, visiting, using, interacting, or submitting information to the Sites, you agree to the practices described in this Privacy Policy.

Note that this privacy policy applies to visitors to our Sites (“Visitors”), which may include teachers, or representatives of schools, learning institutions, school districts, state or local board of education or other sponsoring organizations (“Schools”) that utilize our Learning Platforms. When we provide access to the Learning Platforms through a School agreement, we collect, process, disclose, and store information on behalf of Schools and only in the ways permitted by the applicable School agreement. We otherwise use information as set forth in this policy.

Our Sites are mostly general audience websites and are not intended for use by children younger than age 13 (“Children” and each, a “Child”). However, our Learning Platforms may be used by students authorized and instructed to access and use our Learning Platforms by their School, including Children, for whom we have certain more restrictive practices. To understand our privacy practices with regard to student users, including Children younger than age 13, please review our [Student Privacy Policy](#). By directing your students to our Learning Platforms, you consent on their behalf to our collection, use, and sharing of their information in accordance with our [Student Privacy Policy](#). To the extent there is any conflict between our general privacy practices and our privacy practices with regard to Children, the Student Privacy Policy controls.

TABLE OF CONTENTS

[INFORMATION WE COLLECT](#)

[Information You Provide Directly](#)

[Information We Collect Automatically](#)

["Do Not Track" Signals](#)

[Information We Receive From Schools and School-Affiliated Third Parties](#)

[Invite-a-Colleague Features](#)

[Social Media Features](#)

[Information We Receive From Other Third Parties](#)

[HOW DOES CARNEGIE LEARNING USE THE INFORMATION COLLECTED?](#)

[WHEN DOES CARNEGIE LEARNING SHARE INFORMATION?](#)

[Companies Providing Services on our Behalf](#)

[Schools and School-Affiliated Third Parties](#)

[When You Agree to Receive Information from Third Parties or Request That We Share Your Information](#)

[Business and Legal Purposes](#)

[Business Transfers](#)

[SECURITY](#)[THIRD PARTY LINKS OR CONTENT](#)[CONSENT TO TRANSFER OF DATA](#)[CHANGES TO THIS PRIVACY POLICY](#)[INFORMATION FOR CALIFORNIA RESIDENTS](#)[INFORMATION FOR NEVADA RESIDENTS](#)[CONTACT US](#)[NOTICE FOR CANADIAN RESIDENTS](#)[NOTICE FOR EUROPEAN/SWITZERLAND RESIDENTS](#)[NOTICE TO BRAZILIAN RESIDENTS](#)

1. INFORMATION WE COLLECT

Carnegie Learning collects information about you directly through our Sites, automatically when you visit the Sites, and sometimes from third parties. Some of this information may be considered “personal information” under various applicable laws. We consider information that identifies you as a specific, identified individual (such as your name and email address) to be personal information. We will also treat additional information, including IP addresses and cookie identifiers, as “personal information” where required by applicable law. Note that we may de-identify personal information so that it is non-personal, such as aggregating or converting it to a code, sometimes using a function commonly known as “hash”. We will treat de-identified information as non-personal to the fullest extent allowed by applicable law. If we combine non-personal information with personal information, then we will treat the combined information as personal information under this Privacy Policy.

Information You Provide Directly

Visitors may provide certain information directly to the Sites, such as when you contact us for information about our products, customer support, or research inquiries, when you register for an account, or when you sign-up for our email mailing list.

In order to obtain access to and use our Learning Platforms, we ask you to register to become a member. During this member registration process, and through other interactions on our Sites and across the Learning Platforms, we collect information that teachers and administrators provide to us as well as information about their students, including, but not limited to, your name, the school or school district you work for, the physical address of your school, your job title, the grades and curricula you teach, your student roster, your email address, and your phone number. When you register for the Learning Platforms, we will also ask you to create a password. When you use the Learning Platforms, we collect information about your interactions with the Learning Platforms, including the courses you use. Some of our Learning Platforms offer live courses, which may be recorded and made available for later viewing within the Learning Platform.

We may also ask you for feedback about usage of various products and services as well as satisfaction with those products and services.

Information We Collect Automatically

We and our third-party business partners may use a variety of technologies that automatically or passively collect certain information when you visit or interact with our Sites (“Usage Information”). Usage Information may include your browser types and versions and operating system you are using, search terms and results within the Sites and all areas of the Sites that you visit, date and time you visit the Sites, the length of your stay on certain courses or pages and your language settings, among other information. In addition, we automatically collect your IP address or other unique identifier (“Device Identifier”) for any computer, mobile phone or other device you may use to access the Sites. A Device Identifier is a number that is automatically assigned to your device used to access the Sites, and our servers identify your device by its Device Identifier. We may be able to collect or infer your approximate location through information we collect, such as IP address.

Many browsers and devices allow you to block the transmission of automatically collected information, such as your IP address, or to block the installation of cookies. You may choose to enable these options. However, enabling these options may prevent you from using many of the core features and functions available on our Sites.

The technologies that may be used to collect Usage Information include the following:

remains on your computer after the browser has been closed). Carnegie Learning may use cookies for many purposes, including, without limitation, to collect information about how you use our Sites (including to track the pages you've visited), to remember you and your settings and your preferences, and to show you personalized content based on information we have collected or inferred about you, such as your school district and your academic interests. This information allows us to customize your Carnegie Learning experience so that your visit is as relevant and as valuable to you as possible.

For more information on cookies, visit <http://www.allaboutcookies.org>.

Web Beacons. We may use web beacons (small graphic images or other web programming code, also known as "1x1 GIFs" or "clear GIFs") and similar technologies on our Sites and within our communications to you. Web beacons can recognize certain types of information on your computer such as cookies, the time and date a page is viewed, and a description of the page where the web beacon is placed. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Sites, to monitor how users navigate the Sites, to count how many e-mails that were sent were actually opened or links were actually viewed and to improve your experience on the Sites. Our web beacons may collect some contact information (for example, the email address associated with an email message that contains a web beacon).

Embedded Scripts. An embedded script is programming code that is designed to collect information about your interactions with the Sites, such as the links you click on. The code is temporarily downloaded onto your device from our web server or a third-party service provider, is active only while you are connected to the Sites, and is deactivated or deleted thereafter.

In addition, we may use a variety of other technologies that collect similar information for security and fraud detection purposes.

"Do Not Track" Signals

Some browsers have "Do Not Track" features that allow you to tell a website not to track you. These features are not all uniform and there is no consensus as to what "Do Not Track" means in this context. Carnegie Learning uses commercially reasonable efforts to detect and process "Do Not Track" signals, but may not respond to "Do Not Track" signals except as specifically required by law. To find out more about "Do Not Track", please visit <http://www.allaboutdnt.com>.

Information We Receive From Schools and School-Affiliated Third Parties

We may receive information about you from Schools or from third parties as directed by Schools or made available through Schools. For example, your School may provide us your name and email address so that we may contact you, such as to send you information on how to register for an account. We may also receive information from your School to confirm that you are an educator or otherwise eligible to sign-up for an account. We may also collect information when you sign-in to use our Learning Platforms and interact with us directly through a separate third party platform with whom your School has a relationship.

Your School is responsible for providing you notice of its own privacy policy(ies) that apply to the personal information we collect from or receive about you and your students through the Learning Platforms on behalf of the School. If you have questions on whether any alternative or supplemental terms apply to the collection, use, and sharing of your information, please contact your School. If you want to amend, remove, modify, or access information submitted to us by a School, please contact your School.

Invite-a-Colleague Features

You may choose to provide us names or other contact information for a colleague to enable them to create an account with the Sites. If you send a communication through the Sites, the information you provide (names, email addresses, etc.) is to facilitate the communication and is not used for other purposes, unless we obtain consent from that person. If you disclose any personal information relating to other people to us, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

Social Media Features

The Sites may permit you to interact with a third party platform (such as Google, Facebook, Instagram, Twitter, LinkedIn, and Pinterest) and the Sites, for example "liking" or "sharing" content from the Sites, posting your social media posts to the Sites, including a hashtag associated with us in your social media post, or creating an account or registering with the Service using existing login information from a third-party platform ("Social Media Features"). Also, both we and the third party may have access to certain information about you and your use of the Sites and the third-party service. These third-party social networking companies may collect information about your visit to our Sites through the Social Media Features we have integrated into the Service. Note that through the Social Media Features, these third-party social networking companies may be able to collect certain information about your visits to the Sites regardless of whether or not you affirmatively interact with the Social Media Features and whether or not you are logged into (or have) an account with the social networking company.



through that content. Your use of Social Media Features is subject to the [Terms of Use](#) for the Sites.

The information we collect in connection with Social Media Features is subject to this Privacy Policy; the information the third-party platform collects is subject to the third party's privacy practices (including whether the third party shares information with us, the types of information shared, and your choices about what is visible to others on the third-party platform).

Information We Receive From Other Third Parties

We may receive certain information about you from third parties. If you are on another website and agree to receive information from us, that site will forward your information to us so that we may contact you. We may validate or supplement that information with the information we collect with outside records from other third parties, such as public databases, publicly available social media or other web pages, joint marketing partners, and third parties who enhance the information we have about you. We use this information to respond to your requests, tailor content, offer you products or services that we believe may interest you, enhance our products and services, and for other business purposes. The information collected and stored by third parties is subject solely to the third party's privacy practices.

2. HOW DOES CARNEGIE LEARNING USE THE INFORMATION COLLECTED?

Carnegie Learning may use the information it collects for a number of purposes, including:

- To allow you to participate in the Sites and Learning Platforms, such as to provide information you have requested and provide services in accordance with our agreements with Schools, including to process your registration (including verifying information you provide is active and valid) and to provide customer service
- To analyze and provide academic and learning outcomes based on students' use of the services;
- To contact you with regard to your use of the Sites or similar administrative communications, including changes to the policies governing the Sites;
- To provide information and promotional materials about the products and services we offer;
- To tailor the content and advertising we display to you or others, on the Sites or elsewhere, as well as communications we send to you, and to analyze trends and statistics regarding use of the Sites;
- To analyze the performance and functioning of the Sites, including to test, correct and improve our content, applications and services;
- To develop new applications, products and services;
- To research how users interact with the Sites, conduct surveys, and to perform other market research;
- To manage Carnegie Learning's everyday business needs, such as administration and improvement of our Sites and related services;
- For other internal business and legal purposes, including investigation of information security and information asset protection-related incidents and to protect against fraud or other potentially illegal activities, to enforce our Terms of Use, to comply with all applicable laws and regulations and Carnegie Learning's corporate reporting obligations, and to enforce Carnegie Learning's agreements;
- For external academic research and scholarship.

3. WHEN DOES CARNEGIE LEARNING SHARE INFORMATION?

Carnegie Learning may share non-personal information, such as aggregate user statistics, de-identified or hashed information (such as hashed email addresses), and Usage Information, with third parties, unless prohibited by applicable law or our agreement with a School. For example, Carnegie Learning may provide other businesses and members of the public, aggregated statistical data showing general usage patterns and statistics about our Sites, interactions, and transactions, or otherwise share non-personal information in its discretion, including for targeted advertising purposes.

Carnegie Learning does not share your personal information with unaffiliated third parties for their own direct marketing purposes without your consent. You may withdraw your consent to further data sharing at any time.

We may share the information we have collected about you as described in this Privacy Policy, including:

Companies Providing Services on our Behalf

Carnegie Learning may share your information with third parties who perform services and functions on our behalf to support our interactions with you including, for example, by fulfilling information requests, administering surveys or contests, providing necessary technical services, or communicating with you. However, all such third parties have no independent rights to your information and are prohibited from using your information in any way that contradicts Carnegie Learning's privacy policy. Our third-party service providers may be located in the U.S., Canada or other foreign jurisdictions.

Schools and School-Affiliated Third Parties

As discussed above, we provide the access to our Learning Platforms through agreements with Schools. Accordingly, Schools (and those who obtain authorized access from the Schools, including administrators) have access to all of the information we collected via registration and interactions with the Learning Platforms (including courses and videos viewed or used and how you interact with those courses and videos) by users associated with that <https://www.carnegielearning.com/privacy-policy/>



Platforms through a third-party platform with whom your School has a relationship. When you choose to sign-in through a third-party platform, data collected through your use of the Learning Platforms may be shared with those third parties.

We encourage you to read the privacy policies of the Schools and third-party platforms you use that may collect and use your information and the information that we share via registration and interactions with the Learning Platforms, as those parties have their own policies. Please contact us as detailed below if you have questions about which entities may be involved.

When You Agree to Receive Information from Third Parties or Request That We Share Your Information

We may share information when you direct us to do so. For example, you may be presented with an opportunity to receive marketing offers from a third party or you may engage with Social Media Features or other third-party application or feature, through which information about you is shared. Please note that we are not responsible for the privacy practices of third parties. If you later decide that you no longer want to receive communications from a third party, you will need to contact that third party directly.

Business and Legal Purposes

We may share user information, including personal information, to third parties, including, but not limited to, for the following purposes: enforce our Terms of Use; protect Carnegie Learning's property, services and legal rights; prevent physical harm to the persons or property of others; prevent fraud or potentially illegal activities against Carnegie Learning and others; support auditing, compliance, and corporate governance functions; test, correct, and improve our content, applications, and services; develop new applications, products, and services; analyze academic and learning outcomes and preferences; for external academic research and scholarship; comply with subpoenas, court orders, or similar legal processes, including from law enforcement agencies, regulators and courts; comply with any and all applicable laws; and we may also use Device Identifiers, including IP addresses, to identify users, and may do so in cooperation with copyright owners, Internet service providers, wireless service providers or law enforcement agencies in our discretion.

Business Transfers

Carnegie Learning also may share personal or other information with its subsidiaries and affiliates, primarily for business and operational purposes.

Carnegie Learning may also share personal or other information in the event of an acquisition, reorganization or merger of Carnegie Learning or its assets, including, without limitation, during the course of any due diligence process, Carnegie Learning reserves the right to disclose and transfer all information related to the Sites, including personal information.

Sweepstakes, Contests, and Promotions

We may offer sweepstakes, contests or other promotions (any, a "Promotion"), that may require registration. By participating in a Promotion, you are agreeing to the provisions, conditions, or official rules that govern that Promotion, which may contain specific requirements of you (including, without limitation and except where prohibited by law, allowing the sponsor(s) of the Promotion to use your name, voice, likeness or other indicia of persona in advertising or marketing materials). If you choose to enter a Promotion, Personal Information may be disclosed to third parties or the public in connection with the administration of such Promotion, including, without limitation, in connection with winner selection, prize fulfillment, as required by law or permitted by the Promotion's terms or official rules (such as on a winners list).

4. THIRD-PARTY ADVERTISING AND ANALYTICS COMPANIES AND SIMILAR THIRD PARTIES

Carnegie Learning works with third parties, such as analytics companies, network advertisers, ad agencies, and others who provide us with information about the Sites, users, and our advertisements, and who serve our advertisements on our Sites and elsewhere online. We and our third-party business partners collect certain information about your visits to and activity on our Service and other websites and services, and may use this information to target advertising to you and others and to assess the effectiveness of our advertising. We may also share (or permit third parties to collect) certain information, such as Usage Information, aggregated or de-identified or hashed information, with these third parties for similar purposes.

These third parties may set and access their own tracking technologies on your device (including cookies and web beacons) and may otherwise collect or have access to your personal information over time, including your visits to and activity on the Sites as well as other websites and online services.

Your Advertising Choices: Some of these third parties may be members of the Network Advertising Initiative ("NAI") or Digital Advertising Alliance ("DAA") Self-Regulatory Program for Online Behavioral Advertising. Both NAI and DAA provide information regarding procedures for opting-out of targeted online advertising from participating companies. For information from NAI about opting out, [click here](#). For information from DAA about opting out [click here](#). If you are a California resident, please see our "[California Privacy Notice](#)" for more information about your rights.



from Google, [click here](#), and to download the Google Analytics opt-out browser add-on from Google, [click here](#).

5. SECURITY

Carnegie Learning takes commercially reasonable steps to help protect and secure personal information. We have implemented an information security program with numerous measures, including administrative, technical and physical controls that are designed to reasonably safeguard information that can individually identify you against the loss, misuse and alteration of the information under our control. However, please remember that no data storage or data transmission over the Internet, or by other means, can be guaranteed to be 100% secure. Thus, while we strive to protect your personal data, Carnegie Learning cannot ensure or warrant the security of any information you transmit to us. Therefore, you understand, acknowledge, and agree that you transmit certain personal information to the Sites at your own risk.

6. THIRD PARTY LINKS OR CONTENT

The Sites may contain links to other web sites or include other content hosted and served by third parties that Carnegie Learning does not control. The third parties whose content appears on the Sites may collect information about you through the use of cookies and web beacons, may independently collect or solicit personal information, and may have the ability to track your use of their sites and services. Likewise, our content, including some of our Learning Platforms, may be provided through or be included on third parties' web pages and web sites that are not associated with Carnegie Learning and over which we have no control. We may collect Usage Information through Carnegie Learning content appearing on third party sites. Carnegie Learning is not responsible for the privacy practices of any third party.

7. CONSENT TO TRANSFER OF DATA

Carnegie Learning is a United States company. If you are a user of the Sites outside of the United States, by using the Sites and/or providing us with information, you acknowledge and agree that your personal information may be processed for the purposes identified in the Privacy Policy. In addition, we and our Canadian, US and other foreign service providers, may process your personal information in the country in which it was collected and in other countries, including the United States. By providing your information, you fully understand and unambiguously consent to this transfer, processing, and storage of your information in the United States and other jurisdictions, where laws regarding processing of personal information may be less stringent than the laws in your country, and where governments, courts or law enforcement or regulatory agencies in those other countries may be able to obtain disclosure of that personal information through the laws of those countries.

8. WHAT ARE YOUR CHOICES ABOUT YOUR INFORMATION?

Members can review, modify, and delete certain information related to your use of our Sites by accessing your Carnegie Learning account. If you use our Learning Platforms through an agreement with a School and want to amend, remove, modify, or access information not otherwise available through your account, please contact your School.

Visitors to the Sites can also ask us to update your information by contacting us at privacy@carnegielearning.com. For users of the Learning Platforms, you may need consent from the applicable School to modify information we hold.

Canadian residents please refer to the "Notice for Canadian Residents" section below for further details regarding your choices.

You can unsubscribe from email by following the instructions contained within the email you receive from us.

Members can also manage your communication settings in our Subscription Center when logged into your account: <https://discover.carnegielearning.com/Subscription-Center.html>.

Note that we reserve the right to send you certain email or postal communications relating to your use of the Sites, announcements, notices of changes to this Privacy Policy or our other terms, or similar administrative or transactional messages, and these transactional messages may be unaffected if you choose to opt-out from marketing emails.

If you sign up to receive SMS or MMS messages from Carnegie Learning, you may unsubscribe from any SMS or MMS messages received by replying "STOP".

9. CHANGES TO THIS PRIVACY POLICY

We ask that you periodically review our Privacy Policy to be sure you are familiar with the most current version. The Policy will state its effective date, which is the most recent date on which we revised the Policy.

To the extent allowed by applicable law and our agreement with a School, as applicable, Carnegie Learning reserves the right to make changes to our Privacy Policy at any time. Any changes will be effective upon posting, unless otherwise indicated. Your continued use of the Sites after the effective date of the revised Privacy Policy (or other act as specified in the revised Privacy Policy) will constitute your consent to those changes to the fullest extent allowed by applicable law. If we make material changes to the way we treat personal information we have previously collected about you, we will provide



consent for children), as required by law. You may need to consent to new Privacy Policy in order to continue using the Sites.

10. INFORMATION FOR CALIFORNIA RESIDENTS

A. California Privacy Notice

Under the California Consumer Privacy Act or “CCPA”, California residents have certain privacy rights with respect to the personal information we collect. If you are a California resident with whom we have a direct business or potential business relationship, this section applies to you. Because Carnegie Learning collects personal information through the Sites from individuals acting on behalf of a business in the context of providing a service, at this time Carnegie Learning is not subject to most provisions of the CCPA.

Carnegie Learning does not sell your personal information for monetary compensation, however depending on the types of activities on the Sites, Carnegie Learning may provide a tool to opt-out of certain cookies and other tracking technology, including, if applicable, some that may be considered “sales” under CCPA. In some cases we may provide an opt-out tool even where we are not sharing your personal information in exchange for valuable consideration. To opt out from the collection or sharing of information through certain types of cookies, including those that may be considered “sales” under California law, open the [Cookie Preference Center](#) and click on Targeting Cookies/Do Not Sell My Personal Information and move the toggle switch to the left.

The Digital Advertising Alliance (“DAA”) also offers tools for California residents to send requests under the CCPA to opt out of the sale of personal information by participating companies (<https://www.privacyrights.info/>).

Carnegie Learning also collects personal information as a service provider on behalf of and only in the ways permitted by our customers. If you are a California resident and would like to submit a request to access or delete information under the CCPA, please direct your request to your School administrator.

B. California’s Shine the Light Law

Carnegie Learning does not share personal information with third parties for the third parties’ direct marketing purposes without your specific consent (opt-in or opt-out).

C. California Residents Under the Age of 18 Only

If you have created an account with the Sites, you may request that we remove content or information that you have publicly posted by sending an email message to privacy@carnegielearning.com that includes: your mailing address and a detailed description of the content or information. At our option, we may either remove your personal information (and not other user content) or remove all of the content and information. Note that if you have access to our Learning Platforms through an agreement with a School, we may not be able to remove your information and you may need to request removal from your School.

11. INFORMATION FOR NEVADA CONSUMERS

Carnegie Learning does not currently sell your covered information as those terms are defined under applicable Nevada law. You may still submit an opt-out request and we will honor that request as required by Nevada law if Carnegie Learning were to engage in such a sale in the future. If you are a Nevada resident or the parent of a Nevada Child User, and you would like to exercise this right, please email us at privacy@carnegielearning.com and put “Your Nevada Privacy Rights” in the subject field of your request.

12. CONTACT US

For any questions about Carnegie Learning, our privacy policies, or to request review and/or removal of information collected by Carnegie Learning, please call us toll free at 1-888-851-7094 or contact us at:

Steve Sernett

Vice President of Legal and Corporate Counsel

Carnegie Learning, Inc.

501 Grant Street

Union Trust Building, Suite 1075

Pittsburgh, PA 15219



To report technical issues with the Site or apps, or to submit feature requests, please Contact Us using the appropriate form.

NOTICE FOR CANADIAN RESIDENTS

Please note, you may withdraw consent at any time (subject to legal or contractual restrictions and reasonable notice). Subject to certain limits set out in the applicable laws, Canadian residents also have the right to request access to the personal information that Carnegie Learning collects and to update or correct personal information if it is inaccurate. We may need to verify your identity before implementing your request.

Subject to applicable law, if you are a Canadian resident and would like to submit a request to access your personal information or to withdraw consent to the processing of your personal data, you must submit your request to Steve Sernett by sending an email to privacy@carnegielearning.com or calling **1-888-851-7094**. You may also use this contact to submit any requests for information on our privacy practices or to submit a complaint regarding our practices.

Your request or complaint must include your full name, street address, city, province, postal code, and an email address so that we are able to contact you if needed regarding this request.

We cannot properly process requests or complaints that do not come through the designated request mechanism or do not contain sufficient information to allow us to process your request. You may also be required to take reasonable steps as we determine from time to time in order to verify your identity and/or the authenticity of the request. Once your request is processed, absent exemptions, we will provide you with details regarding what personal information we have, how it is used, and with which third parties it is shared.

You and We confirm that it is our wish that this Privacy Policy, the Terms of Use, and all other related policies be drawn up in English. *Vous reconnaissez avoir exigé la rédaction en anglais du présent document ainsi que tous les documents qui s'y rattachent.*

NOTICE FOR UNITED KINGDOM/EUROPEAN/SWITZERLAND RESIDENTS

Notice to Individuals Located in the United Kingdom (UK) and European Economic Area (EEA) and Switzerland

If you are a resident of the United Kingdom (UK), European Union or other EEA countries, or of Switzerland, the following information applies.

Purposes of processing and legal basis for processing: As explained above, we process personal information in various ways depending upon your use of our Sites. We process personal information on the following legal bases: (1) with your consent; (2) as necessary to perform our agreement to provide Sites; and (3) as necessary for our legitimate interests in providing the Sites where those interests do not override your fundamental rights and freedoms related to data privacy.

Right to lodge a complaint: Users that reside in the UK or EEA or Switzerland have the right to seek information and assistance or lodge a complaint about our data collection and processing actions with the supervisory authority where they reside. Contact details for data protection authorities are available here. **UK:** <https://ico.org.uk/>, **EEA:** https://edpb.europa.eu/about-edpb/board/members_en, **Switzerland:** <https://www.edoeb.admin.ch/edoeb/en/home/the-fdpic/links/data-protection---switzerland.html>.

Transfers: Personal information we collect may be transferred to, and stored and processed in, the United States or any other country in which we or our affiliates or subcontractors maintain facilities. We ensure that transfers of personal information to a third country or an international organization are subject to appropriate safeguards as described in Article 45-49 of the GDPR.

Withdraw consent: If we have collected personal information with your consent, you have the right to withdraw that consent at any time.

Access: You have the right to request access to personal information we collected about you and information about its sources, purposes, and sharing..

Correction: You have the right to request that we correct the personal information we hold about you if it is inaccurate or incomplete.

Erasure: You have the right to request that we erase data we have collected from you. Please note that we may have a reason to deny your deletion request or delete data in a more limited way than you anticipated, e.g., because of a legal obligation to retain it.

Portability: You have the right, in certain circumstances, to request that we provide your personal information to you in a format that can be transferred to another entity.

Restrict Processing: You have the right, in certain circumstances, to request that we limit our processing of your personal information if you are contesting the accuracy of your personal information; asserting that our processing is unlawful; asserting that we no longer need to keep the information for reasons related to the establishment, exercise, or defense of legal claims, or you object to our processing.



statistics.

Automated Decisionmaking: You have the right, in certain circumstances, not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects on you.

Verification Procedures: We must verify your identity for everyone's protection, so we may require you to provide us with verification information prior to accessing any records containing personal information about you. We do this by:

- Asking you to provide personal identifiers we can match against information we may have collected from you previously and confirm your request using the email or telephone account stated in the request; or
- Having you submit your request through your account page, which will automatically verify your identity and will result in faster processing of your request.

We will use the information you provide for verification only for the purpose of verification. We may have a reason under the law why we do not have to respond to your request or respond to it in a more limited way than you anticipated. If we do, we will explain that to you in our response.

Our Representative in the EEA:

Rickert Rechtsanwaltsgesellschaft mbH

- Carnegie Learning, Inc. -

Colmantstraße 15

53115 Bonn

Germany

Art-27-rep-carnegie@rickert.law

D. Notice to Residents of Brazil

If you are a resident of Brazil, the following information applies.

Purposes of processing and legal basis for processing: As explained above, we process personal information in various ways depending upon your use of our Sites. We process personal information on the following legal bases: (1) with your consent; (2) as necessary to perform our agreement to provide Sites; and (3) as necessary for our legitimate interests in providing the Sites where those interests do not override your fundamental rights and freedoms related to data privacy.

Right to lodge a complaint: Users that reside in Brazil have the right to seek information and assistance or lodge a complaint about our data collection and processing actions with the *Agência Nacional de Proteção de Dados*, "ANPD", www.gov.br/anpd/pt-br.

Transfers: Personal information we collect may be transferred to, and stored and processed in, the United States or any other country in which we or our affiliates or subcontractors maintain facilities. We ensure that transfers of personal information to a third country or an international organization are subject to appropriate safeguards as described in Articles 33-36 of the *Lei Geral de Proteção de Dados Pessoais* (LGDP).

Withdraw consent: If we have collected personal information with your consent, you have the right to withdraw that consent at any time.

Access: You have the right to request access to personal information we collected about you and information about its use and sharing.

Correction: You have the right to request that we correct the personal information we hold about you if it is inaccurate, incomplete, or outdated.

Erasure: You have the right to request that we erase data we have collected from you in some cases. Please note that we may have a reason to deny your deletion request or delete data in a more limited way than you anticipated, e.g., because of a legal obligation to retain it.

Portability: You have the right, in certain circumstances, to request that we provide your personal information to you in a format that can be transferred to another entity.

Automated Decisionmaking: You have the right to request information about a decision based solely on automated processing, including profiling, and request a review of such decisions.

Verification Procedures: We must verify your identity for everyone's protection, so we may require you to provide us with verification information prior to accessing any records containing personal information about you. We do this by:



Having you submit your request through your account page, which will automatically verify your identity and will result in faster processing of your request.

We will use the information you provide for verification only for the purpose of verification. We may have a reason under the law why we do not have to respond to your request or respond to it in a more limited way than you anticipated. If we do, we will explain that to you in our response.



Connect With Us



501 Grant Street
Union Trust Building
Suite 1075
Pittsburgh, PA 15219
P: [888.851.7094](tel:888.851.7094)

LET'S TALK ▶

VIEW BLOG ▶

Join Our Mailing List

SUBMIT ▶

protected by reCAPTCHA
[Privacy](#) - [Terms](#)

© 2023 Carnegie Learning, Inc.

[Do Not Sell My Personal Information](#) | [Privacy Policy \(Updated\)](#) | [Terms of Use \(Updated\)](#)



Student Privacy Policy

CARNEGIE LEARNING STUDENT PRIVACY POLICY

Updated and Effective: October 31, 2022

This Privacy Policy applies to the collection of information from students by Carnegie Learning, Inc. (“Carnegie Learning”) through access-controlled learning platforms we provide, including through any related websites, software, applications, or interactive features or online services, and that post a link to or include this Privacy Policy (collectively, our “Learning Platforms”). This Privacy Policy also applies to any student information we collect offline in connection with use of the Learning Platforms.

OVERVIEW

The Learning Platforms include teaching and learning resources designed for students in pre-K through college. Typically students will access the Learning Platforms through agreements Carnegie Learning has with teachers, or representatives of schools, learning institutions, school districts, state or local boards of education or other educational organizations (collectively, “Schools”).

The Learning Platforms are made available to students and others authorized by the Schools, who have been provided access by the Schools, such as by adding a student’s name and email address to their class roster or by syncing class rosters through third-party services authorized by a School. Teachers or administrators may also provide other information to us about their students who participate in the Learning Platforms. We may also disclose information to the Schools pursuant to our agreements with the Schools. When we provide access to the Learning Platforms through a School agreement, we collect, process, disclose, and store student information in order to provide learning services through the Learning Platforms and on behalf of Schools and only in the ways permitted by the applicable School agreement. We otherwise use information as set forth in this policy.

Certain students may obtain access through Private Providers. If you are accessing the Learning Platforms through a Private Provider, [please see below for additional information](#).

Students Younger than 13

Some students that access our Learning Platforms may be younger than the age of 13 (“Children”) and the online collection of personal information from those students may therefore be subject to the Children’s Online Privacy Protection Act (“COPPA”) and other applicable law. Carnegie Learning collects personal information about Children for the use and benefit of Schools, and for no other commercial purpose. When a School provides access to the Learning Platforms to students who are Children, the School represents that it has secured all necessary consent from the parents of those Children or is providing that consent on the parents’ behalf. We limit the use of information about Children to the educational context authorized by the contracting School. If you are the parent of a Child who uses our Learning Platforms through his/her/their School and have questions about our privacy practices, please contact us as indicated in the “[Contact Us](#)” section below.

What Information Do We Collect from Students?

We may collect information from you directly, automatically when you visit the Learning Platforms, and sometimes from third parties, such as your teacher or School administrator. Some of this information may be considered “personal information” under various applicable laws. We consider information that identifies you as a specific, identified individual (such as your name and email address) to be personal information. We will also treat additional information, including IP addresses and cookie identifiers, as “personal information” where required by applicable law. Note that we may de-identify personal information so that it is non-personal, such as aggregating or converting it to a code, sometimes using a function commonly known as “hash”. We will treat de-identified information as non-personal to the fullest extent allowed by applicable law. If we combine non-personal information with personal information, then we will treat the combined information as personal information under this Privacy Policy.

Information collected directly from students

Carnegie Learning may ask you to provide certain information to us directly, depending on which product(s) you are using, including:

- Full Name
- Date of Birth
- Email address
- Student identifier



- Certain demographic information, such as race/ethnicity and additional learning classifications
- Student-generated content, including text, videos, voice-recordings, and other responses to questions, prompts, assignments, suggestions, or other content
- Feedback about any of our products and services
- Records of interactions with customer support
- Data generated from student activity within the Learning Platforms, including answers provided, errors, hint requests, preferences, timing information, progress within the system, and inferences made from this data about student knowledge.
- External assessment scores used to customize instruction

Information collected automatically through use of the Learning Platforms

In addition to any personal information that you choose to submit to the Learning Platforms, we and our third-party service providers may use a variety of technologies that automatically or passively collect certain information whenever you visit or interact with the Learning Platforms ("Usage Information"). Usage Information may include the following, among other information:

- Web browser type and version
- Operating system
- All pages and activities viewed on the Learning Platforms
- Date and time of use
- Length of stay on certain courses or pages
- We also automatically collect your IP address or other unique identifier ("Device Identifier") for any computer, mobile phone or other device you may use to access the Learning Platforms. A Device Identifier is a number that is automatically assigned to your device used to access the Learning Platforms, and our servers identify your device by its Device Identifier. We may be able to collect or infer your approximate location through information we collect, such as IP address.

Any Usage Information, Device Identifier, or other persistent identifier we collect is used for the sole purposes of providing our Learning Platforms to students and their Schools and to support the Learning Platforms' internal operations.

The technologies that may be used to collect Usage Information include the following:

Cookies. When you use our Learning Platforms, Carnegie Learning may store data in "cookies" or similar technology on your devices, which are data files placed on your computer or other device when you visit the Learning Platforms or otherwise access our online content. Carnegie Learning may use cookies for many purposes, including, without limitation, to remember you and your preferences, to collect information about how you use our Learning Platforms, personalize content within the Learning Platforms, and track the pages you've visited. We use both session and persistent cookies (which remain on your computer after the browser has been closed). This information allows us to customize your Carnegie Learning experience so that your visit is as relevant and as valuable to you as possible.

For more information on cookies, visit <http://www.allaboutcookies.org>.

Web Beacons. We may use web beacons (small graphic images or other web programming code, also known as "1x1 GIFs" or "clear GIFs") and similar technologies on our Learning Platforms. Web beacons can recognize certain types of information on your computer such as cookies, the time and date a page is viewed, and a description of the page where the web beacon is placed. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Learning Platforms, to monitor how users navigate the Learning Platforms, to count how many e-mails that were sent were actually opened or links were actually viewed and to improve your experience on the Learning Platforms.

Embedded Scripts. An embedded script is programming code that is designed to collect information about your interactions with the Learning Platforms, such as the links you click on. The code is temporarily downloaded onto your device from our web server or a third party service provider, is active only while you are connected to the Learning Platforms, and is deactivated or deleted thereafter.

In addition, we may use a variety of other technologies that collect similar information for security and fraud detection purposes.

Information We Receive from Schools

We may receive information about you from your School(s). For example, the School may provide us your name and email address to set up an account on your behalf and/or so that we may contact you, such as to send you an invitation to create a password and log-in. The School may also provide us with your parent or legal guardian's email address and phone number, such as to communicate with them about the Learning Platforms, including to send course reminders and ask for feedback about our products and services. The information we collect is subject to this Privacy Policy. The information collected and stored by a School remains subject to the School's privacy practices.

- Help students reset their passwords
- Investigate information security and information asset protection-related incidents
- Test, correct and improve our content, applications and services
- Develop new applications, products and services
- Analyze academic and learning outcomes and preferences
- Personalize the teaching and learning resources available across the Learning Platforms to improve student instruction and meet individual student needs
- Allow students to participate in features or activities we offer, including sweepstakes, contests, or other prize promotions
- Communicate with and provide reports to you, your parents or legal guardians, teachers or School or school district administrators at the student, class, School, or district level, or as otherwise directed by the School, based on your use of and activities on the Learning Platforms, including reminders and other informational messages
- Support teachers or School or school district administrators in implementing our products or using our services
- Monitor the use of our products and perform such analyses as might be necessary or helpful in improving product performance, efficiency, and security
- Research how students use the Learning Platforms and analyze the educational effectiveness of our products and services to contribute to general knowledge about how students learn
- For external academic research and scholarship
- Enforce our Terms of Use
- Use the information as may be required or permitted by legal, regulatory, industry self-regulatory, insurance, audit or security requirements.

Carnegie Learning will not use any information collected about students to advertise or market to students or their parents.

How Does Carnegie Learning Share Information Collected about Students?

To And On Behalf Of Schools

As discussed above, we provide the Learning Platforms to students through agreements with Schools and on behalf of those Schools. Accordingly, Schools (and those who obtain authorized access from the Schools) ~~and~~ have access to all of the information we collect via registration and the Learning Platforms from students associated with that School.

In some cases, a School (including teachers or administrators) may enter into additional reporting or research agreements for the provision of reports or analyses that require data to be associated with demographic categories (gender, ethnicity, free or reduced lunch status, etc.) or other individual student information, such as test scores. In such cases, the teachers, Schools and/or school district administrators provide Carnegie Learning and specified service providers with the information required, which may personally identify students. When such agreements are in place, reports containing student information are provided only to the teachers, Schools and school district administrators authorized to receive that information. In such cases, data is held securely and only Carnegie Learning employees and service providers directly involved in producing these reports have access to students' personal information.

Service Providers

In order to provide and support our products, Carnegie Learning may contract with third parties and share information required to carry out these services with these third parties. These service providers provide support services, such as hosting the Learning Platforms and operating their features, or performing other administrative services. In such cases, all third parties are required to abide by this policy. Carnegie Learning takes reasonable steps to release personal information collected from students only to service providers and third parties who are capable of and have agreed to maintain the confidentiality and security of that information and to use that personal information only to provide the applicable service to us or on our behalf. You may view a list of our current service providers here: [Link](#)

Administrative and Legal Reasons

We may disclose personal information about students to third parties when necessary to protect the security or integrity of the Learning Platforms; take precautions against liability; respond to judicial process; or provide information to law enforcement agencies or for an investigation on a matter related to public safety. We may also disclose personal information about students in connection with a merger or the sale of Carnegie Learning's assets or interest in the Learning Platforms, or other similar change in ownership (including, during the course of any due diligence process), provided that any subsequent owner of student's personal information has agreed to abide by Carnegie Learning's then-current student privacy policy.

Research and Statistical Purposes

LEARNING



birth date, teacher name, class and school identifications. Carnegie Learning agrees not to attempt to re-identify any de-identified data, and to restrict any third parties to whom it discloses such data from attempting to re-identify any de-identified data. We may store de-identified data indefinitely. Schools, school districts, and individuals may ask for their data to be excluded from any de-identified data sets. To request such exclusion, please email privacy@carnegielearning.com.

In addition, for research and other purposes, Carnegie Learning may transfer de-identified data to third parties. For example, we may share information such as problems attempted, answers or hint requests for each step of the problem, and associated time stamps. We review all requests for such de-identified data sets, and we require all recipients of de-identified data sets to agree to the [Carnegie Learning Private Dataset Terms of Use](#), which prohibit, among other things, any attempts to re-identify the de-identified data and any commercial use of the data.

In connection with research studies, Carnegie Learning and/or its partners may publish or discuss aggregate data about student performance and results. Such publications never reference individual information, only aggregate statistics. Research projects that make use of student data may be reviewed by an Institutional Review Board (IRB) which is responsible for approving the goals and procedures of the study, including those related to maintaining privacy of information. The IRB may or may not require parental or student notification or approval. Schools or school districts provide prior consent to any research that involves interaction with the schools and their students' information. Carnegie Learning is committed to abiding by IRB recommendations and requirements.

As part of our commitment to continual improvement, Carnegie Learning may field test new application content and test versions of features within our products, including through studies which employ random assignment. We may also partner with third-party researchers to conduct such research. If the research is not exempt from IRB review, an Institutional Review Board (IRB) will review the goals and procedures of the study, including those related to maintaining privacy of information.

Sweepstakes, Contests, and Promotions

We may offer sweepstakes, contests or other promotions (any, a "Promotion"), that may require registration. By participating in a Promotion, you are agreeing to the provisions, conditions, or official rules that govern that Promotion, which may provide for the sharing of information collected in connection with the Promotion beyond those instances described elsewhere in this Privacy Policy.

Third-Party Analytics Services

We may work with analytics providers to provide us with information regarding the use of our Learning Platforms. These third parties may set and access their own tracking technologies on your devices (including cookies and web beacons), and they may otherwise collect or have access to information about you, including Usage Information. With respect to Children, to the extent there is any collection of information through tracking technologies, it is used only for providing support for internal operations as needed to provide the Learning Platforms.

Data Retention & Access

You may be able to review, modify, and delete certain information related to your use of our Learning Platforms through your account. Schools may ask to review the information that Carnegie Learning has collected and retained about a particular student, or request its deletion, by contacting us at privacy@carnegielearning.com. If you are a parent or student and would like to access or request deletion of any information collected by Carnegie Learning as a result your or your student's use of our Learning Platforms, please contact your School

Carnegie Learning will retain personal information about students as long as required by our agreement with a School or as required by law. Carnegie Learning may otherwise retain personal information as required by applicable law or its contractual obligations to a School. Carnegie Learning may also delete personal information or other data when requested by a School or as provided under a School agreement. The School may request a copy of the data or that we retain the data on their behalf by emailing their request to privacy@carnegielearning.com within 60 days of such notification.

Unless otherwise prohibited by an agreement with a School, Carnegie Learning may retain aggregated, de-identified, or other non-personal data, including curriculum or other content submitted by users when using the Learning Platforms as long as needed for our business purposes.

Security

Carnegie Learning takes commercially reasonable steps to help protect and secure personal information. We have implemented an information security program with numerous measures, including administrative, technical and physical controls that are designed to reasonably safeguard personal information under our control against loss, misuse and unauthorized alteration. However, please remember that no data storage or data transmission over the Internet, or by other means, can be guaranteed to be 100% secure. Thus, while we strive to protect your personal data, Carnegie Learning cannot ensure or warrant the security of any information you transmit to us. Therefore, each School and any student user accessing the Learning Platforms under the School's authorization understands, acknowledges, and agrees that you transmit personal information to the Learning Platforms at your own risk.

Third-Party Links or Content



sites that are not associated with Carnegie Learning and over which we have no control. We may collect usage information through Carnegie Learning content appearing on third-party sites. Carnegie Learning is not responsible for the privacy practices of any third party.

Consent to Transfer of Data

Carnegie Learning is a United States company. If you are a user of the Learning Platforms outside of the United States, by using the Learning Platforms and/or providing us with information, you acknowledge and agree that your personal information may be processed for the purposes identified in the Privacy Policy. In addition, your personal information may be processed in the country in which it was collected and in other countries, including the United States. By providing your information, you fully understand and unambiguously consent to this transfer, processing, and storage of your information in the United States and other jurisdictions, where laws regarding processing of personal information may be less stringent than the laws in your country, and where governments, courts or law enforcement or regulatory agencies in those other countries may be able to obtain disclosure of that personal information through the laws of those countries.

Contact Us

Carnegie Learning, Inc. is the operator of these Learning Platforms and any questions regarding this Privacy Policy and the collection or use of personal information should be directed to:

Carnegie Learning, Inc.

501 Grant Street

Union Trust Building, Suite 1075

Pittsburgh, PA 15219

privacy@carnegielearning.com

(877) 401-2527

Accessing the Learning Platforms through Private Provider

The Learning Platforms may be made available through agreements we have with organizations who provide specialized education services to students, but who are not directly associated with a School ("Private Provider"). In those cases, we or the Private Provider (rather than the School) will obtain any necessary consent from a student's parent or legal guardian as required by law.

When students access the Learning Platforms through a Private Provider, Carnegie Learning acts as a service provider on behalf of and in the ways permitted by the agreement with the Private Provider. Accordingly, Private Providers may have access to all of the information we collect from students that is associated with the students' accounts with the Private Provider. If a Private Provider is working in connection with a student's School, they may share or ask us to share student information about students associated with that School.

If you are the parent of a Child who uses our Learning Platforms through a Private Provider and have questions about our privacy practices, or would like to request to access or delete your Child's information, please contact us as indicated in the "[Contact Us](#)" section above. If you would like more information about how the Private Provider handles your personal information, please contact the Private Provider.

Information for California Residents

Carnegie Learning collects personal information from users of the Learning Platforms as a service provider on behalf of and only in the ways permitted by the applicable School agreement. Carnegie Learning does not sell personal information collected through the Learning Platforms or share that information with third parties for their own direct marketing purposes. If you are a California consumer and would like to submit a request to access or delete information under the California Consumer Privacy Act (CCPA), please direct your request to your School administrator.

**CARNEGIE
LEARNING**

Connect With Us



501 Grant Street
Union Trust Building
Suite 1075
Pittsburgh, PA 15219
P: [888.851.7094](tel:888.851.7094)

LET'S TALK ▶

VIEW BLOG ▶



protected by reCAPTCHA
[Privacy](#) - [Terms](#)

© 2023 Carnegie Learning, Inc.
[Do Not Sell My Personal Information](#) | [Privacy Policy \(Updated\)](#) | [Terms of Use \(Updated\)](#)

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

This Amendment is entered into as of April 6, 2023, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Carnegie Learning, Inc. (“Carnegie Learning”) pursuant to the Quote number Q-39504 dated March 10, 2023, and the Carnegie Learning’s Terms of Use (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Carnegie Learning shall not materially modify or amend the Agreement (see <https://www.carnegielearning.com/terms-of-use>) 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 Carnegie Learning prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Carnegie Learning 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/Dispute Resolution.** 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. Carnegie Learning 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 Carnegie Learning waives any objection that this venue is not convenient. Any references to binding arbitration, the waiver of the right to a jury trial, or the waiver of claims which may be litigated on a class or representative basis shall be deleted from the Agreement as it currently exists or as it may be modified or amended in the future.
5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Carnegie Learning 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, Carnegie Learning and the School District agree as follows:

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

- e. Carnegie Learning must delete or transfer to School District all SOPPA-covered information within ninety (90) days if the information is no longer needed for the purposes of this Agreement. Carnegie Learning must delete, within a reasonable time period, a student's SOPPA-covered information if the School District requests deletion, unless the student or student's parent consents to the maintenance of the SOPPA-covered information.
- f. Because School District maintains a website, SOPPA requires that School District must publish a copy of this Agreement on the website.
- g. In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Carnegie Learning shall notify the Superintendent of Schools of any breach of the students' SOPPA-covered information.
- h. Carnegie Learning shall provide to School District a list of any third parties or affiliates to whom Carnegie Learning is currently disclosing SOPPA-covered information or has disclosed SOPPA-covered information. This list must, at a minimum, be updated and provided to the school by the beginning of each fiscal year and at the beginning of each calendar year.

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

CARNEGIE LEARNING, INC.

By: _____

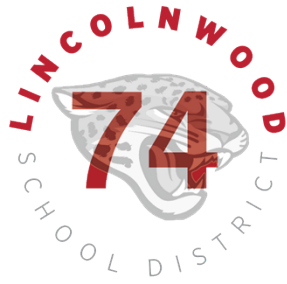
By: Julie Katruska

Its: _____

Its: Julie Katruska

Date: _____

Date: 3/16/2023



Executive Summary Finance Committee Meeting

DATE: March 23, 2023

TOPIC: PK-5 Science Curricular Renewal – Mystery Science ©2023

PREPARED BY: Dominick Lupo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The Board of Education approves all curricular adoptions and contracts. The Administration recommended and the Board approved adoption of the Mystery Science ©2019 program published by Mystery Science for Grades PK-5 in March 2020. At the time, the Administration recommended approval of a 3-year subscription for materials and supply kits.

The Science Committee met throughout the 2022-2023 school year to discuss program implementation. Representatives responded positively to Mystery Science’s structures and materials. Teachers said that Mystery Science was engaging for students, and that they looked forward to a science lesson. The amount of material was appropriate to the age level and learning experiences were meaningful to teach the skill or topic being explored. Committee members were unanimous in their support of the adoption.

Additionally, the Committee discussed the value of continued purchase of supply kits developed by the publisher. Based upon consumption of items over the past three years, Grades PK-2 decided to resupply specific items from other vendors. Many items in the kit can be reused annually. In Grades 3-5, lessons called for more consumption of items necessitating purchase of full kits.

District Legal Counsel reviewed Mystery Science’s Terms of Service and offered the following:

The existing contract addendum from 2020 remains in place, SOPPA is not a concern because Mystery Science does not collect any student data, and Mystery Science has been acquired by Discovery Education, which is a major education vendor that the District has also contracted with on recent occasion.

Therefore, Legal Counsel made no further suggestions on the Terms of Service.

Fiscal Impact:

The District previously paid \$11,476 in 2020 for a 3-year subscription and three grade levels worth of supply kits. This year we are seeking a 6-year subscription with Mystery Science and supply kits for grades three through five. The cost breakdown is as follows:

Mystery Science Renewal

Item	Quantity	Unit Cost	Number of Years	Product Subtotal
Six-Year Subscription Renewal	2	\$2,590	6	\$15,540
Grs. 3-5 Supply Kits	18	\$430	1	\$8,533.35
Total Cost Subscription/Kits				\$24,073.35

I inquired about the price increase from 2020 until now, and it was explained to me that our last contract was the last year of pricing before Discovery Education purchased Mystery Science. The representative explained that the price increase from 2020 to 2021 was the largest single price increase in the history of the company, and that there are minimal price increases every year. She assured the District that our multi-year and early-bird discounts for this contract are their best prices available.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve renewal of the Mystery Science ©2023 program through the 2028-2029 school year for Grades PK-5 and supply kits for Grades 3-5 in the 2023-2024 school year for a total cost of \$24,073.35.

Quote #212247

Quote Issued: February 13, 2023 • Quote Expires: April 30, 2023

Lincolnwood School District 74 Lincolnwood, IL, US

6-Year District Membership for 2023-2029 with US \$8,448 discount

Membership is valid through June 30, 2029.

Includes access to all lessons for all teachers at Lincolnwood School District 74.

Ready to purchase?

Activate your membership immediately by submitting your purchase order or payment online:
<https://mysteryscience.com/order/d55e20>

Purchase orders submitted by mail are accepted but take longer to process.

Pricing Breakdown

District Membership 2023-2024

Membership period: July 1, 2023 - June 30, 2024

\$1,999 x 2 priced schools	\$3,998
\$704 Discount x 2 priced schools	- \$1,408

Total (USD) **\$2,590**

District Membership 2024-2025

Membership period: July 1, 2024 - June 30, 2025

\$1,999 x 2 priced schools	\$3,998
\$704 Discount x 2 priced schools	- \$1,408

84

See a mistake?

To cancel this quote, visit:

<https://mysteryscience.com/order/d55e20>

Other questions? visit our help center at

<https://support.mysteryscience.com>

Total (USD)	\$2,590
-------------	----------------

District Membership 2025-2026

Membership period: July 1, 2025 - June 30, 2026

\$1,999 x 2 priced schools	\$3,998
----------------------------	---------

\$704 Discount x 2 priced schools	- \$1,408
-----------------------------------	-----------

Total (USD)	\$2,590
-------------	----------------

District Membership 2026-2027

Membership period: July 1, 2026 - June 30, 2027

\$1,999 x 2 priced schools	\$3,998
----------------------------	---------

\$704 Discount x 2 priced schools	- \$1,408
-----------------------------------	-----------

Total (USD)	\$2,590
-------------	----------------

District Membership 2027-2028

Membership period: July 1, 2027 - June 30, 2028

\$1,999 x 2 priced schools	\$3,998
----------------------------	---------

\$704 Discount x 2 priced schools	- \$1,408
-----------------------------------	-----------

Total (USD)	\$2,590
-------------	----------------

District Membership 2028-2029

Membership period: July 1, 2028 - June 30, 2029

\$1,999 x 2 priced schools	\$3,998
----------------------------	---------

\$704 Discount x 2 priced schools	- \$1,408
-----------------------------------	-----------

Total (USD)	\$2,590
-------------	----------------

Grand total (USD)**\$15,540**

Total Discount of \$8,448

Multi-year memberships are contingent on advanced payment in full.

Terms of Service: By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at mysteryscience.com/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.

If you need a W-9, you can view it at mysteryscience.com/w9. Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

Remit to

Note: all purchase orders can be submitted online
Mystery Science
c/o Discovery Education, Inc
PO Box 745873
Atlanta, GA 30374-5873

Contact

(650) 550-0670
Fax provided after
submitting PO #

MYSTERY
science
part of Discovery Education

Mystery Packs Quote #SP-13023

Quote Issued: March 9, 2023 • Quote Expires: April 15, 2023

Lincolnwood School District 74 Lincolnwood, IL, US

Ship to:

Dominick Lupo
6950 E Prairie Rd
Lincolnwood, IL 60712

2023-24 Mystery Packs

Each pack includes all supplies needed for one teacher with one class of 30 students.

Supplies included for all standards-aligned lessons in each grade.

Pricing Breakdown

3rd Grade Packs

\$430 x 6 3rd Grade Packs \$2,580

4th Grade Packs

\$430 x 6 4th Grade Packs 87 \$2,580

Action required: Reserve soon

Mystery Packs must be reserved in advance to guarantee fulfillment. No payment required. To reserve, please visit:

<https://mysteryscience.com/order/59956f>

Tax Exempt?

Upload proof of tax exemption and we'll update your quote once it has been reviewed. Visit:

<https://mysteryscience.com/order/59956f>

Need more time?

If you need an extension to generate a purchase order or get budget approval, we can update your expiration to June 1, 2023.

5th Grade Packs

\$430 x 6 5th Grade Packs

\$2,580

Shipping & Handling

Included

Sales Tax

\$793.35

Grand Total (USD)**\$8,533.35****Change your mind?**

To cancel this quote, visit:

<https://mysteryscience.com/order/59956f>

Other questions? visit our help center at

<https://support.mysteryscience.com>

Terms of Service: By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at mysteryscience.com/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.

If you need a W-9, you can view it at mysteryscience.com/w9. Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

Remit to**Note:** all purchase orders can be submitted online

Mystery Science

c/o Discovery Education, Inc

PO Box 745873

Atlanta, GA 30374-5873

Contact

(650) 550-0670

Fax provided after

submitting PO #

MYSTERY
science
part of Discovery Education

Terms of Service

Effective: February 1, 2022

By accessing or using the Mystery Science applications and services, all of which are owned or operated by Discovery Education, Inc., whether through a software app(s) or website (our “Services”), you are accepting and agreeing to be bound by the terms and conditions set forth below (these “Terms”).

Certain features of our Services may be subject to additional guidelines, terms, or rules, which will be posted with those features. We reserve the right, at any time, to modify, suspend, or discontinue our Services (or any portions of them). You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of our Services (or any portions of them).

Creating an Account

In most cases, our Services may only be used if you have an account with us. By creating an account, you represent that (a) all required information you provide is truthful and accurate; (b) you are of legal age to agree to these Terms; and (c) your use of our Services does not violate any applicable law or regulation or these Terms. When you create an account, you will be asked to choose a user name and a password for your account or you can use your Facebook account (or other online account we support). You may not use a user name or user profile that is used by someone else or that violates these Terms. We reserve the right to reclaim any user name that violates these Terms.

Your Account is Your Responsibility. You are responsible for maintaining the confidentiality of your password and for any and all use of your account. You should notify us immediately if you suspect any unauthorized use of your account or access to your password. You may not (a) use the account of any other user; (b) allow someone else to use or share your account (except as permitted above); or (c) sell, lend, or transfer your account, temporarily or permanently, with someone else. If you violate these Terms, we reserve the right to issue you a warning, suspend or even terminate your account (along with your ability to access and use the Services).

Paid Memberships. Full, continuous access to the curriculum and lesson plans on the Services is only available with a paid membership. Limited access to the curriculum and lesson plans is available for free.

You may purchase school or district memberships on a per site basis as indicated in your applicable purchase order, which entitles all of your teachers and staff (each, a “Member”)

at that site to create individual accounts which they can use to access the Services from anywhere on an unlimited number of devices. Purchase of a classroom membership entitles one teacher to create an account which they can use to access the Services for a single classroom. Homeschool memberships are for a single parent to use at home. Memberships may not be reassigned, transferred, resold or sublicensed without our prior written consent. You hereby acknowledge and agree that you are responsible for ensuring that your Members sign up for their own accounts and agree to, and comply with, these Terms when they access and use the Services.

Student Access. Our Services are intended for use primarily by teachers, parents, and other educational service providers. Anyone under 13 and/or not of the age of majority (“Students”) may access and use our Services only with the involvement of their parent or legal guardian, using their parent’s or guardian’s account.

Invited Users. As part of the Services, we may allow you to create and share a link to certain limited content and features within the Services in order to grant other individuals (including, but not limited to Students) (“Invited Users”) temporary access to such content and features; provided that you ensure that any of your Invited Users who are Students utilize such temporary access only with the involvement and consent of their parent or legal guardian. You hereby acknowledge and agree that you are responsible for ensuring that your Invited Users comply with these Terms when they access and use the Services.

Privacy. Please refer to our **Privacy Policy** for information on how we collect, use and disclose information about users of our Services.

Using Our Services

As long as you comply with these Terms, you may use our Services for educational and non-commercial purposes.

Fees. We charge fees for the use of certain products or services, and for access and use of certain content and features on our Services, which are described in the Services. These fees can change at any time. By selecting these products, services and/or features, you are agreeing to pay the applicable fees assessed to your account and authorizing us (or our third-party payment processor) to charge your payment account or credit card for such purchases. You represent and warrant that you have the legal right to use all payment method(s) you provide to us. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL PURCHASE ORDERS SUBMITTED BY YOU TO US AND FEES PAID BY YOU TO US IN CONNECTION WITH THE SERVICES ARE FINAL, NON-REFUNDABLE, AND NON-CANCELLABLE.

Shipping. We ship Mystery Packs F.O.B origin. You will be responsible for the shipping and handling fee listed on the invoice you receive from us.

Links to Other Sites. Our Services may contain links to content or services provided by other companies (“Third Party Links”). These Third Party Links are not under our control, and we are not responsible for their content, services, performance, operation, availability, business practices or policies. We are providing these Third Party Links to you as a convenience but we do not imply any endorsement or recommendation of their content or services, or of any association of us with them. If you access any of these Third Party Links, you do this at your own risk and any charges or obligations you incur in your dealings with these companies, are your responsibility. The websites available through the Third Party Links are subject to their own terms and policies, including privacy and data gathering practices.

Acceptable Use and Conduct

You are responsible for your conduct when using our Services and you agree that you will use our Services in compliance with all applicable laws and regulations, including, without limitation, those related to Student privacy.

Prohibited Conduct. You agree that you will not initiate, engage in, or encourage any Prohibited Conduct in connection with your use of our Services. “Prohibited Conduct” includes doing things like: attempting to and/or interfering or disrupting any computer or network used to provide or support the Services; restricting or inhibiting any other user from using and enjoying the Services; promoting, encouraging, advocating, or providing information about illegal activities; harassing, bullying or threatening other users; impersonating another person or representing yourself as affiliated with us, our staff or our partners; soliciting passwords, account information or other personal information from other users; conducting commercial activities and/or promotions or advertisements (unless approved by us in writing); loaning your account or making it available to others; using the Services for fraudulent purposes or that violates any applicable laws and regulations; or otherwise creating liability for us.

Prohibited Content. You agree that you will not post, exchange, make available, provide, or process any Prohibited Content. “Prohibited Content” includes content that: is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; bullies, defames, harasses or advocates stalking of, or intimidates another person; involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, or “spamming;” is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; infringes another person’s content or rights without a license to do so; promotes, copies, performs or distributes an illegal or unauthorized copy of another person’s work, whether it is protected or not, such as, presenting the work of a third party as your own (plagiarism); contains viruses, malware, or similar destructive software; or otherwise violates these Terms or creates liability for us.

Enforcement by Us. We have the right (but not the obligation) to review and delete (or modify) any content you post on our Services for any reason, including if we believe, in our sole judgment, that such content violates these Terms or is Prohibited Content, or that we believe constitutes or promotes Prohibited Conduct or otherwise threatens the safety of, or harms any other person, or creates liability for us or any other person. We reserve the right (but have no obligation) to investigate and take appropriate action, including removing content from our Services (or modifying it), suspending or terminating your account and/or suspending or terminating the provision of our Services to you, and/or reporting you to law enforcement authorities, if you violate any provision of these Terms. In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, service providers, partners, and other users, or to ensure the integrity and operation of our business and systems, we may access and disclose any information or content we consider necessary or appropriate, including your account information (i.e. name, e-mail address, etc.), IP address and traffic information, usage history, your content, and your conduct.

Ownership

You acknowledge that all intellectual property rights in our Services, including the underlying software and technology and the information and content available on our Services are owned by us and our suppliers (including other users), are protected by copyright laws throughout the world. You may not download, copy, reproduce, publish, modify, create derivative works of, reverse engineer, disassemble, decompile, adapt, distribute, transfer, or exploit the Services or any content therein, in whole or in part without our prior written authorization. We and our suppliers reserve all rights not granted in these Terms. If you provide any suggestions, ideas, feedback, or recommendations to us regarding our Services or any content in the Services (“Feedback”), you give us a worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use and exploit that Feedback for any purpose and without any further obligation to you.

Termination

You can terminate your account at any time by deactivating your account or by providing notice of termination to us. Upon any termination of your account, all rights and licenses granted to you in these Terms will immediately and automatically end and you may no longer use the Services.

If you are using the Services on a free basis, we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice at any time, for any reason, including your violation or breach of any provision in these Terms.

If you are using the Services under a paid membership, your account and access to the Services will terminate automatically and immediately at the end of the subscription term set forth on your purchase order unless you execute a new purchase order for the Services with us; provided that we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice if you or any of your Members or Invited Users violate or breach any provision in these Terms.

Those provisions in these Terms that by their nature are intended to survive termination or expiration of these Terms will so survive, including, without limitation those sections titled: "Fees," "Links to Other Sites," "Enforcement by Us," "Ownership," "Use of the Services is at Your Own Risk," "Use of Materials is at your Own Risk," "Limitation of Liability," "Indemnification" and "General Provisions."

Use of the Services is at Your Own Risk

By using the Services, you may be exposed to information or content that might be inaccurate, incomplete, unreliable, controversial, or considered by some to be objectionable. You agree that we will not be liable in any way for any such content, such as for errors or omissions in that content, or any losses or damages incurred as a result of the use or reliance of any information or content available via the Services. The Services are provided to you "AS IS" and on an "AS AVAILABLE" basis. WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet all of your requirements or will be available on an uninterrupted, completely secure, or error-free basis.

Use of Materials is at Your Own Risk.

As part of the Services, we may recommend the use of certain materials and supplies ("Materials"). Such Materials are typically found in classrooms or commonly available but they may also be supplied by us. The use of Materials is at your own risk and you agree that we will not be liable in any way for losses or damages, including without limitation, personal injury and property damages, in connection with the use of any Materials, whether obtained by you or supplied by us.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, (B) ANY LOSS OF USE, INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSS, OR (C) ANY DAMAGES FOR PERSONAL OR BODILY INJURY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE AND REGARDLESS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE GREATER OF: (I) THE AMOUNT THAT YOU PAID FOR YOUR USE OF THE SERVICES IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (II) ONE HUNDRED DOLLARS (\$100.00).

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Indemnification

You will defend, indemnify and hold us and our officers, directors, employees and agents harmless from all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or connected with your or your Members' or Invited Users' access to or use or alleged use of the Services or any Materials, or your or your Members' or Invited Users' violation of these Terms, including without limitation, any and all claims of personal injury, tangible or intangible property damage, death, negligence and/or strict liability arising from your use of the Services or any Materials.

General Provisions

These Terms constitute the entire agreement between us with respect to the subject matter and supersedes and merges any prior proposals, understandings and contemporaneous communications. These Terms may be amended by us from time to time. If we make material changes to these Terms, we will notify you by posting the revised Terms or notifying you through the Services or your account. Your continued use of the Services after the changes go into effect will constitute your agreement to such changes. These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles. By using our Services you consent to personal jurisdiction and venue in the state and federal courts for San Francisco County, California for any lawsuit filed there against you by us arising from or relating to these Terms or our Services. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.

Contacting Us

If you have any questions about these Terms, please **contact us**.

DISCOVERY EDUCATION, INC.
PRIVACY POLICY

Last Updated: January 3, 2023

This Privacy Policy (“Policy”) describes how Discovery Education, Inc. (“Discovery Education”) and its subsidiary and affiliated companies that are incorporated in the United States of America only (collectively, “we,” “us,” or “our”) collect, use, and otherwise process personal information about our customers and users of our websites and services. Discovery Education is an Illinois corporation.

Mystery Science, Doodle Math and Pivot Interactives are products in Discovery Education’s portfolio and are referenced herein where appropriate.

1. Who We Are

Discovery Education, Mystery Science, Doodle Math and Pivot Interactives are online education service providers that produce and deliver high-quality digital content for K-12 education and beyond, including digital lessons, textbooks, streaming media, and other rich content. The services we offer enable teachers and students to participate in enhanced learning experiences. Depending on the context of the personal data you or your school provides, we may be the data “controller” or “business”, or “processor” or “service provider” of your personal data under applicable data protection laws. We are a “processor” or “service provider” of our customer data, personal data submitted to the Services or collected through the Services on behalf of or at the direction of the subscriber (the schools or school districts who are the “controllers” of the personal data), and personal data we receive or collect from the subscriber. When we are acting as a “processor” or “service provider”, we will only process the personal data on behalf of and subject to the terms of its contract with the subscriber, to the extent such contract exists, unless otherwise required by law. If you have questions about our processing of your personal data on behalf of a subscriber, please refer to the subscriber’s privacy policy.

2. Scope

We respect the privacy of our customers and visitors of our websites (identified below); users of our online subscription services and digital lessons; participants in contests, promotions, challenges, or sweepstakes; participants of our surveys; educators who attend training or Professional Development, or participate in the Discovery Educator Network (“DEN”); and attendees of conferences, trade shows or other events (collectively, the “Services”), and have developed this Policy to demonstrate our commitment to protecting your privacy. For the purposes of this Policy, the term “Websites” shall refer collectively to www.discoveryeducation.com, www.mysteryscience.com, www.mysterydoug.com, www.doodlelearning.com/us, www.pivotinteractives.com, help.pivotinteractives.com, app.pivotinteractives.com as well as any other websites that we operate (such as our corporate and non-profit education partner websites) and that link to this Policy.

In order to deliver our Websites and Services to you, from time to time we collect personal information. This Policy describes:

- The types of personal information we may collect or that you may provide when you visit our Websites or use our Services; participate in a contest, promotion, challenge, or sweepstakes; participate in a survey or provide feedback, communicate with us; register for Professional Development; participate in the DEN; or attend a conference, trade show or other event.
- Our practices for collecting, using, maintaining, protecting, and disclosing that personal information.

This policy DOES NOT apply to:

- Personal information we collect about job applicants, independent contractors, service providers, or current or former full-time, part-time and temporary employees and staff, officers, directors or owners of Discovery Education. Our Websites and Services may contain links to third-party websites, which do not operate under this Policy. These third-party websites may independently solicit and collect personal information from you. We do not have control over, and cannot be responsible for, the actions of other third parties. We encourage you to review the privacy policies of all third-party websites you visit to understand their information practices before providing personal information directly to them.

In this Policy, “personal information” means information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, and online identifier or to one or more factors specific to his/her physical, physiological, genetic, mental, economic, cultural, or social identity. Personal information does not include aggregate information or de-identified information.

Please read this Policy carefully. It is your choice whether or not to provide personal information to us. If you choose not to provide your personal information to us, you may not be able to use our Websites and Services and we may not be able to communicate with you. If you do not agree with our policies and practices, do not access or use the Websites and Services. **By accessing or using the Websites and Services, you accept and agree to be bound and abide by this Policy.**

3. Information We Collect and How We Collect It

We may collect several categories of personal information from or about you, including information:

- By which you may be personally identified, including your full name, email address, username, month and year of birth, address, and/or image.
- Your grade in school, your month and year of birth, your age, your school name and address, academic performance information, what grade you teach, course name, assignments, your feedback and survey responses on our Websites and Services, professional development, and training (e.g., how you feel about the quality and quantity of activities in the Science Techbook, how likely you are to recommend the Websites or

Services to others, or how you rate a particular digital lesson), geographic location information (e.g., address, country, state, city and/or postcode), and student-created academic materials (e.g., documents, pictures, and videos).

- About your internet connection, the equipment you use to access our Websites and Services and other usage details (e.g., session duration, number of actions per session, feature usage, and whether you complete videos or lessons).

We collect this information:

- Directly from you when you provide it to us, such as when you register to use our Websites and Services; register for training, professional development, a challenge, promotion, contest and/or sweepstake; participate in a survey or provide feedback; sign up to receive marketing communication and newsletters from us; or when you contact us.
- From your school district, school, or a vendor or services provider in order to provide you with access to the Websites and/or Services.
- From a colleague who may refer you to us.
- From our marketing and research partners who help us connect with educators or conduct research and surveys on our behalf.
- Automatically from your device when you access or use our Websites and Services.

A. Information Provided by You

We collect the following types of personal information from you when you access our Websites and Services. The most common of these circumstances where you would provide personal information and the categories of personal information we collect in those circumstances include the following:

- i. Purchasing a Subscription or Membership.** When you purchase a subscription or membership to our Services, we may collect information necessary to process your transaction, including your name, email address, mailing address, phone number, payment information, such as a credit card number and/or other related information that may be required from you to complete your purchase (“Financial Information”). Unless we tell you otherwise at the time of your purchase, we do not collect, store or maintain your Financial Information; rather this information is handled by our Service Providers. For more information on how your information is shared in these instances, please see the “Third-Party Payment Processing” Section below.
- ii. Using Our Websites and Services.** In order to use certain features of our Websites and Services, you (or your school) may be required to create a password-protected user account and provide us with personal information, including first name, middle initial, last name, username (Logon ID), password, teacher ID, teacher email, student ID, student grade, student email, parent/guardian name, parent/guardian email, and in-app preferences

We will store and use this information to administer the Websites and Services in

which you choose to participate. Doodle Math does not require or allow students thirteen (13) years old or younger to create Doodle Math user accounts. Mystery Science does not require or allow students to create Mystery Science user accounts. Pivot Interactives allows students thirteen (13) years old and younger to create an account only if the student receives an invitation from the student's teacher and parental consent has been obtained by the student's school.

- iii. **Account Registration on Our Corporate and Non-Profit Education Partner Websites (non-subscription services).** We may collect your first and last name and email address if you choose to provide it in connection with your account registration on our Corporate and Non-Profit Education Partner Websites.
- iv. **Discovery Educator Network STAR Educator Program and Leadership Council.** If you apply to join the DEN STAR Educator Program or the Leadership Council, we may collect your name, email address, role, grade, subject, social media handles and websites, school district, school name, picture, supervisor's name, supervisor's role, and supervisor's email, and details of how you incorporate our Services, such as our Techbooks or Coding program, into your curriculum through the application process. If you are accepted to the DEN STAR Educator Program or the Leadership Council, we may ask you to submit an activity report that details how you have shared your knowledge about our Services with other educators periodically throughout the school year.
- v. **Contacting Customer Service.** When you contact our customer service, we may ask you to provide, or confirm, personal information, including your first and last name, job title, email address, phone number, city, state, school or district, so that we can better serve you.
- vi. **Challenges, Promotions, Contests or Sweepstakes.** If you enter a challenge, promotion, contest, or sweepstake, we may ask you to provide personal information, including first name, last name, birth date and/or age, home address, email address, grade, school, and/or a video, so that we can consider your entry and, if you win, so that you may redeem your prize.
- vii. **Newsletters.** For non-student users of the Websites and Services, we may collect your email address, first and last name, and zip code if you sign up to receive our newsletters.
- viii. **Participating in a Survey or Providing Feedback.** We may contact you to participate in surveys or provide feedback. If you participate in a survey, we may ask you to provide personal information, including your name, session ID, job title, grade level you teach, your school name, and your school district for internal analysis, research studies, and to support product and services development.
- ix. **Promotional or Marketing Communications.** If you sign up to receive promotional communications or notifications from us, we may ask you to provide personal information, including name and email address, so that we can provide

these to you.

- x. **Featured Questions.** From time to time, we may want to feature questions and comments we receive from you and your students. To submit a Featured Question, we collect the email address of the teacher, and the first name of the student and their grade system (e.g., United States grades). If the question is selected to appear as a Featured Question on our Websites, we will send you a permission form to obtain appropriate consent from the student’s parent or legal guardian for the student to appear in the featured video. Participation in this recorded video is optional, and we will never proceed without a signed consent form.
- xi. **Interactive Features.** We may offer interactive features such as commenting functionalities, “likes,” chat services, review forums, tips, and social media pages. We may collect the information you submit or make available through these interactive features. Any information you share on the public sections of these channels will be considered “public” and is not subject to privacy protections referenced in this Policy. We may access and use any of your public reviews along with your member profile name for any purpose, including marketing.
- xii. **Professional Development, Training Conferences, Trade Shows, and other Events.** We may host professional development and training events, and may attend conferences, trade shows, and other events where we collect personal information from individuals who interact with or express an interest in us and/or the Services.
- xiii. **Registering for Events.** When you register for an event, such as professional development, we may collect your name, job title, professional email address, phone number, mailing address, state, school district, and school name during the registration process.
- xiv. **Referrals.** Some of our Services may allow you to refer other educators to use our Services by providing their names and email addresses. We will use the email addresses you provide to send an email inviting the recipient to use our Services. If the recipient does not respond to the invitation, we may send a single reminder email.
- xv. **3M Young Scientist Challenge Alumni Network.** If you participate in the 3M Young Scientist Challenge, we may invite you to join our 3M Young Scientist Challenge Alumni Network. In order to join the Alumni Network, we may collect your first and last name, mailing address, email address, your social platform username(s) (e.g., LinkedIn and Discord), your parent or guardian’s name and email address (if applicable), and details about your participation in the 3M Young Scientist Challenge (e.g., which year(s) you participated).

The above list provides examples of the personal information that may be collected when using our Websites and Services. **If you do not want us to collect your personal information, please do not provide it to us.**

B. Information that We Collect Automatically From You On Our Websites and Services, and the Technologies We Use to Collect It

We may automatically collect information from you when you visit or access our Websites and Services. We use this information to deliver our webpages to you upon request, to tailor our Services to the interests of our users, to learn how our Websites and Services are used, and to measure traffic and usages within our Websites and Services.

- i. Usage Details.** When you access and use our Websites and Services, we may automatically collect certain details of your access to and use of our Websites and Services, including, but not limited to, location data, time of visit, length of time your visit and of specific pages, page views, scroll depth, logs, scoring content that you are interested in, referring or exit website address, the content of any undeleted cookies that your browser previously accepted from us, and other communication data and the resources that you access and use on or through our Websites and Services.
- ii. Device Information.** We may collect information about the device and internet connection you use to access our Websites and Services, including, but not limited to, the device's unique device identifier, IP address, operating system, system configuration information, browser type, network information, internet service provider, JavaScript support, language preferences, screen resolution, and screen color processing ability.
- iii. Interacting with Social Media Sites.** If you choose to join (or "like") our page on a third party's social media site, the social media site may provide us with certain information about you, including but not limited to your other "likes," your email address, place of residence and other information from your public profile if you interact with our social media pages, Facebook, Twitter, LinkedIn, Pinterest, etc., so we can tailor our interactions to you. Please see the privacy policy for the applicable social media site to learn more about how these sites share your personal information.

We use various technologies to collect information from your computer or other device and about your activities on our Websites and Services, including:

- i. Cookies.** When you visit our Websites and/or Services, we may assign your device one or more cookies to help you navigate our Websites efficiently, to personalize your online experience, and to perform certain functions, including website traffic analysis. Through the use of a cookie, we also may automatically collect information about your online activity on our site, such as the web pages you visit, the links you click, and the searches you conduct on our site. A cookie is a small text file that is stored on a user's computer for record keeping purposes. Cookies can be either session cookies or persistent cookies. A session cookie expires when you close your browser and is used to make it easier for you to navigate our website.

A persistent cookie remains on your hard drive for an extended period of time. For example, when you sign in to our Websites and Services, we will record your username (Logon ID), and the name on your user account in the cookie file on your computer. We store your unique user ID in a cookie for automatic sign-in. This cookie is removed when you sign-out. For security purposes, we will encrypt the unique user ID and any other user account-related data that we store in such cookies. In the case of sites and services that do not use a user ID, the cookie will contain a unique identifier. We may allow our authorized service providers to serve cookies from our website to allow them to assist us in various activities, such as providing analysis and research on the effectiveness of our Website, content, and advertising. Most browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. You may delete or decline cookies by changing your browser settings (click “Help” in the toolbar of most browsers for instructions). If you do so, some of the features and services of our Websites and/or Services may not function properly. To read more about how we use cookies, please review our Cookie Policy, <https://www.discoveryeducation.com/learn/cookie-policy/>.

- ii. **Pixels and Other Technologies.** We may use pixel tags (also known as clear gifs, web beacons, or web bugs), including pixel tags placed by our third party vendors, including Smartlook, Facebook, Pinterest and LinkedIn, to advertise our Services to previous visitors to our Websites when they visit other websites and social networks, and to measure the effectiveness of our ad campaigns. We also may include pixel tags in marketing and promotional email messages or newsletters to determine whether messages have been opened and acted upon. The information we obtain in this manner enables us to customize the services we offer our Websites and Services visitors, to deliver targeted advertisements, and to measure the overall effectiveness of our online advertising, content, programming or other activities. Pixel tags are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of web users or to access cookies. Unlike cookies, which are stored on the user’s device, pixel tags are embedded invisibly on web pages (or in email) and are about the size of the period at the end of this sentence. Pixel tags may be used to deliver or communicate with cookies, to count users who have visited certain pages and to understand usage patterns. We also may receive an anonymous identification number if you come to our site from an online advertisement displayed on a third-party website.

- iii. **Google Analytics.** We use Google Analytics provided by Google Inc. It uses cookies to collect certain information, for example, information about the operating system and the browser that you use, your IP address, the website you previously accessed (referrer URL) and the date and time of your visit to the Services. On subsequent repeated visits to the Websites or Services, frequently-used information is automatically displayed for you. We are able to track your usage patterns with the help of the cookies. The information generated by cookies about the use of the Websites or Services is transmitted to a Google server, which may be located within or outside of, the United States, and stored there. Google will use this information

to evaluate your use of the Websites or Services. Google may transfer these rights to third parties insofar as it is required to do so by law or in order that data may be processed on Google's behalf. For more information about Google's data privacy practices, we encourage you to review "How Google uses data when you use our partners' sites or apps", (located at www.google.com/policies/privacy/partners/). By accepting this Policy, you consent to the processing of your data by Google.

- iv. **Smartlook.** Mystery Science uses Smartlook to track, analyze, and understand visitor and user activity and behavior, including the scroll depth and where users click, to record the user journey, and analyze how visitors and users interact with our Websites and Services. We use this information to allow us to improve our Websites and Services.
- v. **LeadFeeder.** Doodle Math uses LeadFeeder to track, analyze, and understand visitor activity and behavior, including time spent on the Website. LeadFeeder collects visitor's IP address, email addresses, and social accounts. We use this information to allow us to improve our Websites and Services.

Educators may share Mystery Science lessons with their students through the Student Links to enable students to access the lessons on their own devices. Mystery Science does not automatically collect personal information about students who access the lessons through a Student Link. Mystery Science does collect usage details (e.g., number of visitors who watched the lesson, number of times the lesson was paused, and whether the lessons were completed). Mystery Science associates the usage details, which do not contain personal information, with the teacher who shared the Student Link.

C. Information Collected From Other Sources

We may also obtain both personal and non-personal information about you from the following categories of sources: your school, our marketing partners (including social media companies, and companies that license datasets of teachers, educators, and school administrators), our resellers or partners, advertising networks, and companies we work with to conduct research and surveys. We may combine this information with information we collect through our Websites, Services, or from other sources.

Third Party Payment Information. When you make purchases through the Services, we may process your payments through a third-party payment service provider. In these instances, the third-party payment service may collect certain Financial Information from you to process a payment on behalf of us, including your name, email address, address, banking and other billing information in which case the use and storage of your Financial Information is governed by the third-party payment service provider's terms, conditions and privacy policies. Our treatment of any Financial Information that we may process on your behalf, or that we receive from our financing partners, is subject to this Policy.

4. Purposes for Processing Personal Information

Purposes for using personal information. While the purposes for which we may process personal information will vary depending upon the circumstances, in general we use personal information for the purposes set forth below.

- Provide and deliver the Services you request, license or purchase.
- Personalize and improve our Websites and Services and your experiences when you use our Websites and Services, including to develop new products and services.
- Process and complete a transaction or service requested by you.
- Contact you in response to sign up forms such as Contact Us or Order Inquiry, and to provide you with customer support.
- Communicate with you about programs, products, and Services that we think may interest you; offers (such as a free-trial of a product or services); updates on new or popular content, features and Services; training and professional development opportunities; connecting you with other educators; special events; educational programs; and news from us. (If you prefer that we not contact you in this manner, please follow the Opt-Out instructions in this Policy). We do not contact students for this purpose.
- For information collected through our DEN STAR Educator Program or the Leadership Council, to administer the application process and programs; connect you with other educators within the DEN STAR Educator Program or the Leadership Council; send you newsletters to stay up-to-date on the effective use of our Services into your curriculum; and provide you with exclusive resources, learning opportunities, and experiences. We may also use your personal information including your name and examples of how you have incorporated the Services into your curriculum or information you shared in your activity reports to support business development opportunities with your school or school district or internally to highlight how our educators are using our Services. We may also contact you to obtain your consent to share the information you provided to recognize and celebrate you during events, across social media, and within our organization.
- To manage and administer our 3M Young Scientist Challenge Alumni Network, including inviting you to the 3M Young Scientist Challenge Alumni Network on social platforms, sending our 3M Young Scientist Challenge Alumni Network newsletter and invitations to periodic networking events to you, and mailing a welcome gift to you.
- For service administration where we need to contact you for reasons related to our Websites and Services (for example, where we need to send you a password reminder, to notify you about services updates or amendments to our Terms of Use, Cookies Policy, or this Policy).
- For marketing purposes, including helping us create and publish content most relevant and impactful to you; developing and displaying content and advertising tailored to your interests on our Websites and Services; measuring and improving the effectiveness of our advertising campaigns; and developing sales and business development leads.
- To aggregate and/or de-identify information about users or to use suggestions, comments, and ideas that are not personally identifiable. We are free to use and disclose through any means and use for any purpose information that is not personally identifiable in our sole discretion.
- Monitor and analyze trends, usage, and activities in connection with our Websites and Services.
- For surveys, research and development, and analytics (including sales and marketing

research).

- Verify your eligibility and deliver prizes in connection with challenges, promotions, contests and sweepstakes you registered for.
- Ensure that our own processes, procedures and systems are as efficient as possible.
- Enforce our Terms of Service.
- Manage our business operations and perform functions as otherwise described to you at the time of collection.
- Keeping our Websites, Services, products and IT systems secure.
- Protect against or identify possible fraudulent transactions, and otherwise as needed to manage our business.
- For legal compliance purposes.

5. Sharing of Personal Information with Others

We share your personal information as necessary to provide the services you request, including sharing information with third party service providers; when required by law; to protect rights and safety; and with your consent.

We may share personal information with:

- **Authorized Service Providers:** We may share your personal information, including name, unique personal identifier, IP address, email address, job title, other similar identifier, usage details, profile reflecting a consumer's preferences, characteristics, behavior, abilities, and aptitudes and device details with our authorized service providers that perform certain services on our behalf. These services may include delivering our Websites or Services to you; providing customer service and support to you; providing marketing, advertising, and business development; performing marketing, business and sales research and analytics; supporting our Websites and Services functionality; conducting surveys and research for product development and improvement; processing payments through a third-party payment service provider; and supporting challenges, contests, promotions, sweepstakes, surveys and other features offered through our Websites and Services. The research reports and white papers do not contain personal information.
- **Discovery Education Corporate Group.** Between and among Discovery Education, our affiliates, subsidiaries and the companies under our control and ownership, we may share personal information such as name and contact details of our customers' primary point of contact and end users of the Services, users' usage details of the Services, customer's sales history and account information, and information collected through our Websites and Services by tracking technologies (as described above) for the following purposes: identifying business development opportunities, our marketing and advertising activities, conducting research and analytics, and improving our Websites, Services and product development.
- **Corporate and Non-Profit Education Partners.** We partner and collaborate with corporate and non-profit education partners to provide teachers with professional development and training; introduce students to careers and educational experiences;

develop educational websites for educators, children, and parents; integrate digital content provided by the corporate and non-profit education partners into the Services; underwrite and sponsor Discovery Education Services for certain schools; and host competitions, promotions, contests and/or sweepstakes. We share aggregate or de-identified information and statistical reports relating to usage of the Website and Services with our corporate and non-profit education partners (e.g., aggregate counts of schools with access to the Services, aggregate counts of students who have logged in and used the content in the Services, and aggregate counts of clicks on content in the Services). These reports do not contain personal information. When you engage in challenges, promotions, contests and/or sweepstakes offered through our Websites, we may share personal information with third party service providers that administer the challenge, promotion, contest and/or sweepstake; and we may share personal information of the winner of the challenge, promotion, contest and/or sweepstake with the corporate or non-profit education partner who sponsored or funded the challenge, promotion, contest and/or sweepstake. When you elect to participate in a particular promotion, contest and/or sweepstake program, you authorize us to provide your name, email address and other information to that corporate or non-profit education partner.

- **Referrals.** If you choose to refer colleagues and other contacts to use our Services by providing their names and email addresses, we may share your name with your colleagues in the initial referral email and one-time follow-up email.
- **Resellers and Partners.** We may share or receive your personal information with business partners and resellers in order to provide you with access to our Websites and Services. If you purchase Services through a partner or reseller, that organization may provide you with information about related products and services that may be of interest to you in accordance with the partner or reseller's privacy policy.
- **Other situations.** We also may disclose your information:
 - i. In response to a subpoena, document request, or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to prosecute or defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
 - ii. When we believe disclosure is appropriate in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our company, our users, our employees, or others; to comply with applicable law or cooperate with law enforcement; or to enforce our terms and conditions or other agreements or policies.
 - iii. In connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

iv. When you provide us with your consent to share your information with third parties.

- To the extent subscriber is not a school or school district, with the subscriber's authorization, we may disclose to the school and the school district with which the authorized users of the Services are affiliated, reports of authorized users' engagement data, including but not limited to usage statistics of the Services and/or Professional Development by authorized users.

Aggregated and Non-personal Information:

We may share aggregated and non-personal information we collect under any of the circumstances set forth in this Policy. We may share aggregated information with third parties, including advisors, corporate and non-profit partners, and potential customers, for the purpose of conducting general business analysis. For example, we may tell our advertisers the number of visitors to our Websites and Services and the most popular features or services accessed. This information does not contain any personal information and may be used to develop website content and services that we hope you and other users will find of interest and to target content and advertising.

6. How Long We Retain Your Personal Information

Discovery Education will retain your personal information for as long as is needed to fulfill the purposes set forth in this Policy, unless a longer retention period is required or permitted by law (such as for tax, accounting, or other legal requirements).

Upon expiration or termination of any subscriber agreement, Discovery Education destroys personal information previously received from the subscriber, customer, and/or user when the subscriber, customer, or user signed up for the Services along with information relating to the subscriber, customer, and/or user's use of the Services no later than sixty (60) days following such termination, unless a reasonable written request is submitted by the subscriber or customer to us to hold such personal information.

Mystery Science retains the information it collects for an unrestricted period of time subject to requests for deletion.

Doodle Math retains the information it collects until a user is inactive and no longer has a paid subscription. Thereafter, Doodle Math deletes information from parents and teachers after six (6) months and information from students after twenty-four (24) months.

Pivot Interactives retains the student information it collects for six (6) months after the student's class ends and the teacher information it collects for three (3) years after the teacher's last login.

7. Your Privacy Rights

You may have certain rights in relation to your personal information. If you would like to exercise any of them, please contact us (contact details below).

We will consider all such requests and provide our response within a reasonable period (and in any event within any time period required by applicable law). Please note, however, that certain personal information may be exempt from such requests in certain circumstances.

If an exception applies, we will tell you this when responding to your request. We may request you provide us with information necessary to confirm your identity before responding to any request you make.

How You Can Access or Request to Delete Your Information

If you have an online account with us, you have the ability to review and update your personal information online by logging into your account. You can also review and update your personal information by contacting your school.

If you are a user of the Services, you may request to have your personal information that you provided when you subscribed along with the information relating to your use of the Services removed from our databases by submitting a request to our contact information set forth at the end of this Policy, and insert “Privacy Rights Request” in the subject line. We will remove such information as soon as practicable for us, however, we may still retain certain information associated with your account for analytical purposes and record keeping integrity, as well as to prevent fraud, collect any fees owed, enforce our terms and conditions, take actions we deem necessary to protect the integrity of our Websites or our users, or take other actions otherwise permitted by applicable law. In addition, if certain information has already been provided to third parties as described in this Policy, retention of that information may be subject to those third parties’ policies.

Your Choices About Collection and Use of Your Information

You can choose not to provide us with certain information, but that may result in you being unable to use certain features of our Websites and Services because such information may be required in order for you to access features of our Websites, participate in a contest, survey, or sweepstake; ask a question; contact customer support; or otherwise initiate other transactions on our Websites and Services.

Opt-Out

At any time you can choose to no longer receive commercial or promotional emails or newsletters from us by modifying your email preferences by selecting the “Opt-Out” link found in the footer of the communication or on our Websites and following the instructions or contacting us. Non-student users of the Services may be given a choice as to whether you want to receive email messages about products and services related to your interest. You may modify your choice at any time by using the “Opt-Out” link as described above.

You also will be given the opportunity, in any commercial email that we send to you, to opt out of receiving such messages in the future. It may take up to ten (10) days for us to process an opt-out request. We may send you other types of transactional and relationship email communications, such as service announcements, administrative notices, and surveys, without offering you the opportunity to opt out of receiving them. Please note that changing information in your account, or otherwise opting out of receipt of promotional email communications will only affect future activities or communications from us.

Even if you opt-out of receiving promotional or marketing communications, you may continue to receive emails and notifications relating to your subscription, service announcements, administrative notices, surveys, and/or other business-related communications.

8. Children's Personal Information

Mystery Science does not permit students to create user accounts and does not collect personal information from students at this time. Doodle Math does not permit students thirteen (13) years old and younger to create user accounts. Pivot Interactives allows students thirteen (13) years old and younger to create an account only if the student receives an invitation from the student's teacher and parental consent has been obtained by the student's school.

In most instances, Discovery Education will only request the first name and email address of a child under sixteen (16) years old in order to complete an immediate request from the child. For students using the Services, any personal information that may be provided, which may include, but is not limited to, first and last name, grade and school, will be provided by the school district, individual school, or individual using the Services.

Use of Personal Information Collected from Children

When we collect personal information from children under sixteen (16) years old, we will only use that information for the express purpose for which it was collected. The personal information will not be used for any other purpose.

Sharing of Personal Information Collected from Children

Except as provided in this Section, we do not share personal information collected from children under sixteen (16) years old with any third parties. We may, however, share a child's personal information that we have collected from the child's school district, school or from the child in the following limited instances:

- We may share such information with our authorized service providers who help us maintain our Websites and Services and provide other services to us. We seek to ensure that these service providers may not use the personal information for any other purpose. These service providers have agreed to maintain the confidentiality, security and integrity of the personal information.
- If a child registered to participate in a challenge, contest, competition, promotion, or

sweepstake, we may share the personal information of the finalists and winners of such challenge, contest, competition, promotion, or sweepstake with the corporate or non-profit education sponsor of that event. We will provide notice to parents/guardians and obtain verified parental consent before the collection, use, and disclosure of personal information as required by law.

- We may disclose a child's personal information to third parties if we believe we are required to do so in order to comply with law (including court orders and subpoenas); to comply with requests from law enforcement agencies or the government; to enforce our Terms of Use; to protect our rights, privacy, safety or property and the rights, privacy, safety or property of our employees or others; to protect our operations; and to permit us to pursue available remedies or limit the damages that we may sustain.

Note to Parents and Legal Guardians

Please contact Discovery Education at any time regarding privacy questions or concerns, or to request to review what personal information we have collected from a child. Parents may also contact us at any time to request that we delete the personal information of a child or a parent and/or refuse to permit further collection or use of a child's information. We will take steps to verify that any person contacting us for a child's information is that child's parent or guardian.

Discovery Education, Inc.
Attn: General Counsel
4350 Congress Street
Suite 700
Charlotte, NC 28209
Tel: 1-800-323-9084
Email: privacy@discoveryed.com

9. Other Important Information

Below, you will find additional privacy information you may find important.

Security

The security of your personal information is important to us. We follow generally accepted standards (including by taking physical, electronic and procedural measures) to protect the personal information that we collect and process.

While we are focused on the security of your personal information and follow strict standards, processes and procedures that are designed to protect your personal information, you must remember that the internet is a global communications vehicle open to threats, viruses and intrusions from others and so we cannot promise, and you should not expect, that we will be able to protect your personal information at all times and in all circumstances.

You should also take care with how you handle and disclose your personal information and should

avoid sending personal information through insecure email. Please refer to the Federal Trade Commission's website at <http://www.ftc.gov> for information about how to protect yourself against identity theft.

No Rights of Third Parties

This Policy does not create rights enforceable by third parties.

Changes to this Policy

We will occasionally update this Policy to reflect material changes in our privacy practices. If we make any material changes in the way we collect, use, and/or share your personal information, we will notify you by posting the modified Policy on our Websites and Services and indicating at the top of the Policy the date it was last updated. We may also notify you by sending you an email. We encourage you to review the Policy each time you visit one of our Websites and Services to see if this Policy has been updated since your last visit to make sure you understand how your personal information will be processed.

10. Age Screening

If we become aware that we have inadvertently received personal information from a child under the age of thirteen (13) other than in a legally permissible situation, we will delete the information from our records as soon as we discover it.

11. Additional Information for Residents in Certain Jurisdictions

In this section, we set forth additional information as required under applicable privacy laws in certain jurisdictions.

A. California

In this section, we provide information for California residents as required under California privacy laws, including the California Consumer Privacy Act (the "CCPA"), which requires that we provide California residents certain specific information about how we handle their personal information, whether collected online or offline. This section does not address or apply to our handling of:

- Publicly available information made lawfully available by state or federal governments;
- Personal information we collect about job applicants, independent contractors, or current or former full-time, part-time and temporary employees and staff, officers, directors or owners of Discovery Education; or
- Personal information about individuals acting for or on behalf of another company, to the extent the information relates to our transactions with such company, products or services that we receive from or provide to such company, or associated communications or transactions (except that such individuals have the right to opt-out of any sale of their personal information and to not be subject to any discrimination for exercising such right).

Categories of personal information that we collect and disclose. Our collection, use and disclosure of personal information about a California resident will vary depending upon the circumstances and nature of our interactions or relationship with such resident. The Section above titled “Information We Collect and How We Collect It” sets out generally the categories of personal information (as defined by the CCPA) about California residents that we collect, sell, and disclose to others for a business purpose. We collect these categories of personal information from the sources described in the Section above titled “Information We Collect and How We Collect It,” and for the purposes described in the Section above titled “Purposes for Processing Personal Information.”

If you are a California resident, the CCPA grants you certain rights and imposes restrictions on particular business practices as set forth below:

- **Do-Not-Sell and Do-Not-Share:** California residents have the right to opt-out of the sale of their personal information and the sharing of their personal information for purposes of cross-context behavioral advertising. **We do not sell personal information.**
- **Limit the Use of Sensitive Personal Information:** California residents have the right in certain instances to request that we limit the use and sharing of their sensitive personal information. The CCPA defines “sensitive personal information” to include, among other things, your: social security, driver’s license, state identification card, or passport numbers; account log-in, financial account, debit card, or credit card numbers in combination with any required security or access code, password, or credentials allowing access to an account; racial or ethnic origin, religious or philosophical beliefs, or union membership; genetic data; and biometric information (including physiological, biological, or behavioral characteristics). You may exercise this right by making a request as described in the “Submitting Requests” section below.
- **Initial Notice:** We are required to notify California residents, at or before the point of collection of their personal information, the categories of personal information collected and the purposes for which such information is used.
- **Request to Delete:** California residents have the right to request deletion of their personal information that we have collected about them and to have such personal information deleted, except where an exemption applies. We will respond to verifiable requests received from California residents as required by law. The instructions for submitting a verifiable Request to Delete are described below.
- **Request to Know:** California residents have the right to request and, subject to certain exemptions, receive a copy of the specific pieces of personal information that we have collected, used, and disclosed about them in the prior 12 months and to have this delivered, free of charge, either (a) by mail or (b) electronically in a portable and, to the extent technically feasible, readily useable format that allows the individual to transmit this information to another entity without hindrance. California residents also have the right to request that we provide them certain information about how we have handled their personal information in the prior 12 months, including the:

- categories of personal information collected;
- categories of sources of personal information;
- business and/or commercial purposes for collecting and selling their personal information;
- categories of third parties with whom we have shared their personal information; and
- categories of personal information disclosed for a business purpose in the preceding 12 months, and for each category identified, the categories of third parties to which we disclosed that particular category of personal information.

California residents may make a Request to Know up to twice every 12 months. We will respond to verifiable requests received from California residents as required by law. The instructions for submitting a verifiable Request to Know are described in the “Submitting Requests” section below.

- **Request to Correct:** California residents have the right to request that we correct inaccurate personal information that we maintain.
- **Right to Non-Discrimination:** The CCPA prohibits discrimination against California residents for exercising their rights under the CCPA. Discrimination may exist where a business denies or provides a different level or quality of goods or services, or charges (or suggests that it will charge) different prices, rates, or penalties on residents who exercise their CCPA rights, unless doing so is reasonably related to the value provided to the business by the residents’ data.
- **Financial Incentives:** A business may offer financial incentives for the collection, sale or deletion of California residents’ personal information, where the incentive is not unjust, unreasonable, coercive or usurious, and is made available in compliance with applicable transparency, informed consent, and opt-out requirements. California residents have the right to be notified of any financial incentives offers and their material terms, the right to opt-out of such incentives at any time, and may not be included in such incentives without their prior informed opt-in consent. We do not offer any such incentives at this time.

Submitting Requests. If you are a California resident and would like to make a request to exercise your rights under the CCPA, please contact us at: privacy@discovered.com and insert “California Privacy Rights Request” in the subject line or call this toll free number: 1-800-323-9084. You may also designate an authorized agent to make a request on your behalf by submitting your authorization to us via a verified form of communication, such as through the email address you previously provided to us or previously used to communicate with us. Please allow forty-five (45) days for a response.

We will use the following process to verify Requests to Know, Requests to Delete, and Requests to Correct: We will acknowledge receipt of your request, verify it using processes required by law, then process and respond to your request as required by law. To verify such requests, we may ask you to provide the following information:

- For a request to know categories of personal information which we collect, we will verify

your identity to a reasonable degree of certainty by matching at least two data points provided by you against information in our systems which are considered reasonably reliable for the purposes of verifying a consumer's identity.

- For a request to know specific pieces of personal information or for requests to delete, we will verify your identity to a high degree of certainty by matching at least three pieces of personal information provided by you to personal information maintained in our systems and also by obtaining a signed declaration under penalty of perjury that the requestor is the consumer whose personal information is the subject of the request.

An authorized agent can make a request on a California residents' behalf by providing a power of attorney valid under California law, or providing: (1) proof that the consumer authorized the agent to do so; (2) verification of their own identity with respect to a right to know categories, right to know specific pieces of personal information, or requests to delete which are outlined above; and (3) direct confirmation that the consumer provided the authorized agent permission to submit the request.

We will respond to verifiable requests received from California residents as required by law. For more information about our privacy practices, you may contact us as set forth in the Section below titled "Contact Us."

Do Not Track Disclosure

Discovery Education does not support Do Not Track browser settings and does not currently participate in any "Do Not Track" frameworks that would allow us to respond to signals or other mechanisms from you regarding the collection of your personal information.

B. Virginia

In this section, we provide information for Virginia residents as required under Virginia law, which grants Virginia residents certain rights and imposes restrictions on particular business practices as set forth below.

- **Right to Access:** Virginia residents have the right to confirm whether or not we are processing their personal information and to access such personal information.
- **Right to Correction:** Virginia residents have a right to correct inaccuracies in their personal information, taking into account the nature of the personal information and our purpose for processing their personal information.
- **Right to Delete:** Virginia residents have the right to request the deletion of their personal information that we have collected about them and to have such personal information deleted.
- **Right to Data Portability:** Virginia residents have a right to obtain a copy of their personal information previously provided to us in a portable and, if feasible, readily usable format.

- **Right to Opt-Out:** Virginia residents have a right to opt-out of the processing of their personal information for purposes of (i) targeted advertising; (ii) the sale of personal information; or (iii) profiling in furtherance of decisions that produce legal or similarly significant effects. Under Virginia law, “sale” means only if we exchange personal information for monetary consideration with a third party.
- **Right to Non-Discrimination:** Under Virginia law, we are prohibited from discriminating against Virginia residents for exercising their rights listed above.

Submitting Requests. If you are a Virginia resident and would like to make a request to exercise your rights under Virginia law, please contact us at: privacy@discoveryed.com and insert “Virginia Privacy Rights Request” in the subject line or call this toll free number: 1-800-323-9084.

We will use the following process to verify Right to Access Requests, Right to Correction Requests, Right to Delete Requests, Right to Data Portability Requests, and Right to Opt-Out Requests: We will acknowledge receipt of your request, authenticate it using processes required by law, then process and respond to your request as required by law. To authenticate such requests, we may ask you to provide additional information as reasonably necessary.

C. Utah

In this section, we provide information for Utah residents as required under Utah law, which, beginning on December 31, 2023, grants Utah residents certain rights and imposes obligations on businesses as set forth below.

- **Right to Know:** Utah residents have the right to confirm whether or not we are processing their personal information.
- **Right to Access:** Utah residents have a right to access their personal information that we are processing.
- **Right to Obtain a Copy:** Utah residents have a right to obtain a copy of their personal information that we have collected in a portable and readily usable format, if feasible.
- **Right to Deletion:** Utah residents have a right to request the deletion of their personal information that we have collected about them.
- **Right to Opt-Out:** Utah residents have a right to opt-out of the processing of their personal information for the purposes of targeted advertising and the sale of their personal information. Under Utah law, sale means our exchange of personal information to a third party for monetary consideration.
- **Right to Non-Discrimination:** We are not permitted to discriminate against a Utah resident for exercising one of the above rights.

Submitting Requests. If you are a Utah resident and would like to make a request to exercise your rights under Utah law, please contact us at: privacy@discoveryed.com and insert “Utah Privacy Rights Request” in the subject line or call this toll free number: 1-800-323-9084.

We will use the following process to verify Right to Know Requests, Right to Access Requests, Right to Obtain a Copy Requests, Right to Deletion Requests, and Right to Opt-Out Requests: We will acknowledge receipt of your request, authenticate it using processes required by law, then process and respond to your request as required by law. To authenticate such requests, we may ask you to provide additional information as reasonably necessary.

D. Connecticut

In this section, we provide information for Connecticut residents as required under Connecticut law, which, beginning on July 1, 2023, grants Connecticut residents certain rights and imposes restrictions on particular business practices as set forth below.

- **Right to Access:** Connecticut residents have a right to confirm whether we are processing their personal information and access the personal information we are processing.
- **Right to Correction:** Connecticut residents have a right to correct inaccuracies in their personal information previously provided to us.
- **Right to Deletion:** Connecticut residents have a right to request the deletion of their personal information that we have collected about them.
- **Right to Data Portability:** Connecticut residents have the right to obtain a copy of their personal information that we have collected in a portable format, if technically feasible.
- **Right to Opt-Out:** Connecticut residents have a right to opt-out of the processing of their personal information for the purposes of (i) targeted advertising, (ii) the sale of their personal information, or (iii) profiling in connection with certain automated decisions that produce legal or similarly significant effects. Under Connecticut law, the sale of personal information is the exchange of personal information for monetary or other valuable consideration by the controller to a third party.
- **Right to Non-Discrimination:** We are not permitted to discriminate against a Connecticut resident for exercising one of the above rights.

Submitting Requests. If you are a Connecticut resident and would like to make a request to exercise your rights under Connecticut law, please contact us at: privacy@discoveryed.com and insert “Connecticut Privacy Rights Request” in the subject line or call this toll free number: 1-800-323-9084.

We will use the following process to verify Right to Access Requests, Right to Correction Requests, Right to Deletion Requests, Right to Data Portability Requests, and Right to Opt-Out Requests: We will acknowledge receipt of your request, authenticate it using processes required by

law, then process and respond to your request as required by law. To authenticate such requests, we may ask you to provide additional information as reasonably necessary.

E. Colorado

In this section, we provide information for Colorado residents as required under Colorado law, which, beginning on July 1, 2023, grants Colorado residents certain rights and imposes restrictions on particular business practices as set forth below.

- **Right to Access:** Colorado residents have a right to confirm whether we are processing their personal information and access the personal information we are processing.
- **Right to Correction:** Colorado residents have a right to correct inaccuracies in their personal information previously provided to us.
- **Right to Deletion:** Colorado residents have a right to request the deletion of their personal information that we have collected about them.
- **Right to Data Portability:** Colorado residents have the right to obtain a copy of their personal information that we have collected in a portable format.
- **Right to Opt-Out:** Colorado residents have a right to opt-out of the processing of their personal information for the purposes of (i) targeted advertising, (ii) the sale of their personal information, or (iii) profiling in furtherance of decisions that produce legal or similarly significant effects. Under Colorado law, sale means our exchange of personal information for monetary or other valuable consideration to a third party.
- **Right to Non-Discrimination:** We are not permitted to discriminate against a Colorado resident for exercising one of the above rights.

Submitting Requests. If you are a Connecticut resident and would like to make a request to exercise your rights under Connecticut law, please contact us at: privacy@discoveryed.com and insert “Connecticut Privacy Rights Request” in the subject line or call this toll free number: 1-800-323-9084.

We will use the following process to verify Right to Access Requests, Right to Correction Requests, Right to Deletion Requests, Right to Data Portability Requests, and Right to Opt-Out Requests: We will acknowledge receipt of your request, authenticate it using processes required by law, then process and respond to your request as required by law. To authenticate such requests, we may ask you to provide additional information as reasonably necessary.

F. United Kingdom/European Union/European Economic Area

If you are an individual located in the United Kingdom (“UK”), European Union or European Economic Area (“EU”), you may have the following rights regarding your personal information:

You have the right to request access to your personal information, and the rectification of inaccurate personal information concerning you and obtain a copy of the personal information held by us. You have the right to obtain the deletion or the restriction of processing of your personal information in certain circumstances, including when the data are no longer necessary in relation to the purposes for which they were collected or otherwise processed, except when we are required by law to maintain or otherwise process your personal information, for the establishment, exercise, or defense of legal claims, or for the protection of the rights or another person. You may have the right to request that we stop processing your personal information and/or to stop sending you marketing communications. You have a right to ask to obtain a copy of, or reference to, the safeguards and any relevant EU Standard Contractual Clauses under which your personal information is transferred outside of the UK or EU. You have the right to object at any time to any processing of your personal information which has our legitimate interests as its legal basis and may exercise this right without incurring any costs. You have a right to object to our use of your personal information for direct marketing purposes. You can request that we do not transfer your personal information to unaffiliated third parties for the purposes of direct marketing or any other purposes. In certain circumstances, you may have the right to be provided with your personal information in a structured, machine readable and commonly used format and to request that we transfer the personal information to another data controller without hindrance. You also have the right to lodge a complaint with a supervisory authority, in particular in the country of your habitual residence, place of work, or place of an alleged infringement of the applicable data protection law.

If you would like to make such a request, please email: privacy@discoveryed.com and insert “Privacy Rights Request” in the subject line or call this toll free number: 1-800-323-9084. To protect your privacy and security, we may take steps to verify your identity before taking action on your request.

Our Legal Basis for Processing Personal Information

Our legal basis for processing your personal information will depend on the personal information concerned and the specific context in which we collect it. We rely on the following lawful bases for processing personal information: necessary for the performance of a contract, your explicit consent, and our legitimate interests, and compliance with legal obligations.

When we have collected your personal data to provide you with Services that you have requested, our legal basis for the processing of that personal data is that it is necessary for the performance of a contract to which you are a party or in order to take steps at your request prior to entering into a contract. If you refuse to provide us with your personal data, you may be unable to obtain the products and services from us that you requested.

We also collect and process personal data about you as necessary to operate our business, sales, account management, provide direct marketing, product development and improvement, product usage analytics, meet our contractual and legal obligations, comply with federal, state, and local laws, and/or fulfill our other legitimate interests (when not overridden by your data protection interests or fundamental rights and freedoms).

When you participate in a survey, challenge, competition, sweepstake, promotion, and/or contest, our legal basis for the processing of your personal data is your explicit consent. Where our processing of your personal data is based on your consent, you have the right to withdraw your consent at any time. This does not affect the lawfulness of the processing based on consent before its withdrawal.

If you have any questions about or need further information concerning the legal basis on which we collect and use your personal data, please contact us using the contact details provided below.

International Transfer of Information

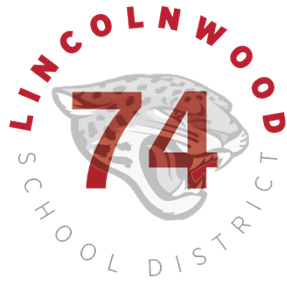
Your personal information may be transferred to, stored, and processed within the United States. Additionally, we may transfer your personal information to other countries in certain circumstances, for example because a server or third party service provider is located there. **BY PROVIDING YOUR PERSONAL INFORMATION TO US, YOU ARE CONSENTING TO ANY TRANSFER, STORAGE, AND PROCESSING IN ACCORDANCE WITH THIS POLICY.**

There are potential risks to you associated with transferring your information to the United States and other countries due to the absence of an adequacy decision and appropriate safeguards. These risks include the risk that you will not be able to exercise your data protection rights under applicable law to protect yourself from unlawful use or disclosure of your information. The data protection and privacy laws of certain countries, including the United States, may not afford you the same level of protection as those in your own country.

12. Contact Us

If you have any questions about this Policy or our privacy practices, please contact us by email, telephone or postal mail as follows:

Discovery Education, Inc.
Attn: General Counsel
4350 Congress Street
Suite 700
Charlotte, NC 28209
Email: privacy@discoveryed.com
Tel: 1-800-323-9084



Executive Summary Finance Committee Meeting

DATE: March 23, 2023

TOPIC: 3-Year Northwest Evaluation Association (NWEA) Renewal

PREPARED BY: Dominick Lupo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The Board of Education approves all contracts over \$10,000.

Northwest Evaluation Association (NWEA) provides the Measures of Academic Progress (MAP) testing program. The District has used this assessment to measure student growth and achievement, set individual student goals, and recommend students for District programming over the past several years. Given the unique application of this product in the District, use of another vendor's product was not considered at this time.

The District's Legal Counsel reviewed the Master Subscription Agreement and found the renewal to be acceptable. Counsel noted the Master Subscription Agreement is identical to the current Agreement and it contains all of the custom changes the District previously requested. Therefore, Counsel suggested the following language continue to be incorporated into the documentation:

The custom master agreement remains in effect and it applies to all subsequent renewals, including NWEA order forms.

Counsel went on to note that the updated NDPA contains the necessary information to comply with the Student Online Personal Protection Act (SOPPA).

Fiscal Impact:

The annual subscription rate for the 2022-2023 school year was \$15,687. This year, a 1-year quote would cost the District \$16,268 at a list price of \$14.00 per student subscription. We also secured a 3-year quote for this current renewal. The fiscal impact of the 3-year quote will be \$45,492.30. This number represents a per student subscription rate of \$13.05. This represents a cost savings of \$1,103.70 per year, and a total of \$3,311.10 over the course of the 3-year contract.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the Contract with NWEA for MAP testing services for three years in the amount of \$45,492.30 for the 2023-24, 2024-25, and 2025-26 school years.



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
Start Date: 07/01/2023
End Date: 06/30/2026

Created Date: 02/22/2023
Quote Number: 00073248
Agency Code: 9188

Prepared By: Amber Garcia-Atkins
Phone: (971) 200-7442
Email: amber.garcia.atkins@nwea.org

Contact Name: Dominick Lupo
Phone: (847) 745-3712
Email: dlupo@sd74.org

Bill To Name: Lincolnwood SD 74
Bill To Address: 6950 N East Prairie
Lincolnwood, IL 60712

Ship To Name: Lincolnwood SD 74
Ship To Address: 6950 East Prairie Road
Lincolnwood, IL 60712

Table with 6 columns: Product, List Price, Sales Price, Quantity, Total Price, Item Discount. Rows include Year 1, Year 2, and Year 3 with MAP Growth K-12 products and subtotals.

Quote Discount -\$5,054.70
Quote Subtotal \$45,492.30
Estimated Tax \$0.00
Grand Total \$45,492.30

Notes

This Schedule A is subject to the Custom Master Subscription Agreement between the parties effective May 7, 2020 (the 'Agreement').

Terms and Conditions

This Schedule A is subject to the Custom Master Subscription Agreement between the parties dated 05/07/2020 (the "Agreement").

Subscription Period: 3 Years. At the expiration of the Subscription Period noted herein, this Schedule will automatically expire.

Invoicing and Payment Terms:

Table with 2 columns: Subscription Period, Fee Schedule. Row 1: 7/1/2023 - 6/30/2026, \$ 45,492.30. Row 2: Total Fees Due: \$ 45,492.30

Subscriber will receive an invoice on the day the Subscription Period starts and will pay in accordance with the terms of the



Agreement.

General. Product and Onsite/Virtual Services-specific terms are located at:
http://legal.nwea.org/msa_supplemental_terms.pdf.

Information about NWEA's collection, use, and disclosure of Student Information can be found here:
<https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address or specify changes to your Account Manager.

Signature

Signature: _____

Printed Name: _____

Date: _____

Title _____

MASTER SUBSCRIPTION AGREEMENT

LINCOLNWOOD SCHOOL DISTRICT #74

This Agreement is between NWEA, an Oregon nonprofit public benefit corporation, and **Subscriber** and is effective as of the Effective Date.

The parties agree as follows:

1. **Definitions.** In this Agreement, capitalized words have the following meanings:
 - 1.1 **Agreement:** means this master subscription agreement including applicable Schedule(s) and Supplemental Terms.
 - 1.2 **Assessment Data:** means deidentified student assessment data and results, and other metadata, including but not limited to, testing response times, scores (e.g. goals, RIT, overall RIT, etc.), NCES codes, responses, item parameters, and item sequences that result from the Services. Assessment Data is considered deidentified when a reasonable person in the school community without personal knowledge of the relevant circumstances could not identify the student with reasonable certainty.
 - 1.3 **Assessment System:** means, to the extent included in an applicable Schedule, the following assessment, reporting and administration systems: (i) Measures of Academic Progress® (MAP®); (ii) Skills Navigator®; or Children's Progress Academic Assessment™ (CPAA™). Assessment System excludes Subscriber's operating environment and any other systems not within NWEA's control.
 - 1.4 **Content:** means test items, including images, text, graphs, charts, and pictures.
 - 1.5 **Directory Information:** means identifying information contained in a Student Education Record, such as a student's name, address, gender, grade level, and birth date and place, and parents' names, mailing addresses, electronic mail addresses, and telephone numbers.
 - 1.6 **Documentation:** means documentation made available to Subscriber by NWEA, which includes technical manuals, but excludes any marketing materials or brochures.
 - 1.7 **Effective Date:** means the last date set forth on the signature page.
 - 1.8 **FERPA:** means the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.
 - 1.9 **GRD:** means the Growth Research Database containing Assessment Data that are linked to Student Education Records. The GRD is used to generate norming studies and other research reports that Subscriber and all other subscribers receive.
 - 1.10 **Legal Order:** means a valid order issued by a court or governmental agency of competent jurisdiction.
 - 1.11 **NWEA Confidential Information:** means all NWEA Content, test scripts, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Services, including updates, enhancements, modifications, and improvements that are proprietary and confidential and contain trade secrets.
 - 1.12 **Reporting:** means reports, the Learning Continuum (learning statements that provide an instructional starting point for teachers), and scoring.

1.13 **Schedule:** means one or more applicable order schedules or other order documents, including, upon renewal, any confirmation page listing generated by NWEA's online account renewal portal. Schedule(s) may be provided as a separate attachment to the same email from which this Agreement is sent.

1.14 **Security Breach:** means an unauthorized acquisition of or unauthorized use of Student Education Records. For the avoidance of doubt, unauthorized acquisition of or unauthorized use of Directory Information shall not be deemed a Security Breach.

1.15 **Services:** means certain assessments, Content, Documentation, product training, professional development, Reporting, scoring, Software, and other services as set forth in an applicable Schedule.

1.16 **Software:** means (i) any web-based or client-server software made available to Subscriber by NWEA; (ii) a lockdown browser sublicensed through NWEA from a third party that facilitates access to the Services; (iii) NWEA software that supports client server assessments; and (iv) any other software set forth in the Supplemental Terms.

1.17 **Student Education Record:** means personally identifiable records of Subscriber's students that are protected by FERPA and any applicable state law.

1.18 **Subscriber:** means the Board of Education of Lincolnwood School District No. 74.

1.19 **Supplemental Terms:** means the Services-specific terms that are attached hereto as Exhibit A. Any modification or amendment to the Supplemental Terms located at <http://legal.nwea.org/supplementalterms.html> that is made during the term of this Agreement shall not apply to this Agreement.

1.20 **Systems Administrator:** means the Subscriber-designated individual who, within the Assessment System, is authorized to: (i) modify assessment preferences for Subscriber; (ii) create and modify user profiles for roles including lead roles (i.e. data administrator, assessment coordinator); and (iii) declare testing complete for Subscriber.

2. **Grant of License.** NWEA grants to Subscriber a nonexclusive, nontransferable, limited license to access, use, display, and install or download a copy, as needed, of the Software solely for Subscriber's internal use. The license is effective for a period of 1 year commencing on the date NWEA makes the Software available to Subscriber, unless otherwise specified in an applicable Schedule. The Services extend only to the quantity of students licensed as indicated on an applicable Schedule. Subscriber acknowledges there are limitations on the number of test events per academic year by assessment type pursuant to the Supplemental Terms.

3. **Protection from Unauthorized Use or Access.** Subscriber shall not: (a) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services; (b) exploit for any commercial purposes any portion of the Services, in particular the Content and Reporting, or permit use of the Services by anyone not employed or under the control of Subscriber; (c) remove any proprietary notices or labels on the Services; (d) use the Services in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Content or other work protected by the copyright laws of any jurisdiction. Subscriber shall use reasonably secure measures to prevent unauthorized use (e.g., copying test items) by its end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services. Subscriber will deactivate and remove from any equipment under its control any prior versions of the Services.

4. **Ownership.** The Services are owned by NWEA and are copyrighted and offered through this Agreement to Subscriber, except certain Software is sublicensed from a NWEA supplier. All right, title, and interest in the Services and all copies, updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of either: (i) the source giving rise to the intellectual property; or (ii) despite any modifications or adaptations made for the benefit of Subscriber. The Services, and all updates, enhancements, modifications, and improvements, are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of NWEA's trade or service marks. Additionally, NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA to use, without restriction or royalty obligation, any comments, suggestions, or

contributions provided by Subscriber with respect to the Services. Subscriber grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

5. **NWEA Confidential Information.** Subscriber shall keep NWEA Confidential Information strictly confidential subject to Subscriber's state public records law, if applicable. Subscriber shall not use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose Confidential Information: (i) to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure; and (ii) as required by applicable federal, state, or local law, regulation, or a Legal Order. NWEA understands and acknowledges that Subscriber is a public body subject to the Illinois Freedom of Information Act and that Subscriber is obligated to release certain information pursuant to requests under said Act. When practicable, Subscriber will make a reasonable effort to notify NWEA of any requests under said Act that would require Subscriber to disclose NWEA's Confidential Information. Accordingly, any release of information pertaining to the Agreement, specifically including NWEA Confidential Information, pursuant to a Freedom of Information request shall not be a breach of this Agreement.

6. **Student Education Records.**

6.1 **Use of Student Education Records.** Pursuant to its Student Education Records policy, Subscriber shall comply with any required parental and guardian consents for NWEA to provide Services to Subscriber under this Agreement. NWEA and Subscriber acknowledge that NWEA will have access to Directory Information and will create and maintain Student Education Records. NWEA shall have policies and practices to secure and keep Student Education Records confidential. Except as permitted under this Agreement, NWEA shall not (i) use Student Education Records for targeted student advertising; or (ii) resell or otherwise disclose to third parties any Student Education Records that NWEA creates or obtains during its performance under this Agreement without the written consent of Subscriber. Subscriber grants permission to NWEA and its contractors that have executed confidentiality agreements to use Student Education Records for maintaining, supporting, and troubleshooting the Services. NWEA shall ensure that its contractors and subcontractors that are provided access to Student Information maintain at least the same level of security over access to the Student Information as NWEA maintains and that such contractors and subcontractors are subject to the same terms and conditions as NWEA under this Agreement with regard to maintenance and use of Student Education Records.

6.2 **Subscriber's Ownership of Student Education Records.** Student Education Records (excluding Assessment Data) are and will remain the property of Subscriber and under Subscriber's control. NWEA shall not sell or attempt to re-identify any of the Assessment Data or Student Education Records without Subscriber's written permission.

6.3 **Requests for Disclosure of Student Education Records.** Except as otherwise described in this Section, NWEA shall not redisclose Student Education Records until Subscriber consents in writing to the redisclosure. If NWEA receives a request from a state educational agency or other third party for Student Education Records, NWEA shall notify Subscriber in writing.

7. **FERPA.** NWEA shall comply with the requirements of FERPA with respect to its maintenance of the Student Education Records. In accordance with FERPA, NWEA may itself, through its employees or contractors: (i) maintain and use Student Education Records to perform the Services for the Subscriber; and (ii) to use deidentified Student Education Records to improve its Services; and (iii) disclose Assessment Data to third parties for legitimate educational research provided such third parties execute confidentiality agreements. Subscriber is responsible for any notices to parents required under FERPA and for providing parents and guardians with an opportunity to inspect and challenge the contents of a Student Education Record. If NWEA receives a request from a parent or guardian challenging the content of a Student Education Record maintained by NWEA, NWEA shall contact Subscriber to validate the identity of the parent or guardian and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct erroneous the Student Education Record as directed by Subscriber in writing.

8. **Illinois School Students Records Act.** In addition to its obligation to maintain Student Education Records in accordance with FERPA, NWEA shall also maintain all Student Education Records obtained from Subscriber in accordance with the *Illinois School Student Records Act* (105 ILCS 10/1). Further, the disclosure of any

Student Education Records under this Agreement is being allowed to develop, validate or administer predictive tests, and provide reporting of test results and in such regard, NWEA agrees: (i) it will not disclose any Student Education Records to any individual other than to representatives of NWEA that have a legitimate interest in such information; (ii) it will gather Student Education Records in a manner that only permits representatives of NWEA that have a legitimate interest in such information access thereto; (iii) that it will notify Subscriber that the Student Education Records will be destroyed because it is no longer needed for the purposes for which it was gathered or as otherwise required under this Agreement, and that it will destroy the Student Education Records within sixty (60) days' of receipt of Subscriber's written confirmation that the Student Education Records may be destroyed; and (iv) it shall only use the Student Education Records to develop, validate or administer predictive tests and provide reporting and other Services to Subscriber.

9. **GRD.** Subscriber authorizes NWEA to use Student Education Records in the secure GRD to provide research related Services to Subscriber. Such research Services include longitudinal studies, alignment studies, and norming studies. For additional fees, Subscriber may also order MAP Insight Growth Reports and other research reports. NWEA will handle Student Education Records in a manner that protects student anonymity. The authorization for use of Student Education Records in the GRD commences on the Effective Date or upon the date that Subscriber used or ordered Services, whichever is earlier. NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Agreement survive the termination or expiration of this Agreement and any renewals. As described in Section 16 (Termination and Remedies), NWEA will maintain Student Education Records after expiration or termination of this Agreement for Subscriber's access to Reporting and research related Services and to validate the authenticity of data in such Reporting. Notwithstanding anything in this Section or the Agreement to the contrary, NWEA shall not retain any Student Education Records from Subscriber beyond the term of this Agreement or any renewal thereof. If NWEA receives Subscriber's written request to opt out of participation in the GRD, NWEA will deidentify Student Education Records in the GRD. As a result of opting out of the GRD, certain research reports are unavailable to Subscriber due to the inability to accurately link student data with research data. Subscriber's written request must be sent via email to legalservices@nwea.org and include the following: (i) requestor's name, title and contact information; (ii) the name of requesting school or entity with NCES #; (iii) a request to deidentify Student Education Records in the GRD; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request.

10. **Security and Privacy Obligations.**

10.1 **Subscriber Responsibilities.** Subscriber is solely responsible for configuring role-based access to Student Education Records within the Assessment System and for ensuring the security and availability of Subscriber's own computers, computer networks, and internet connections, including security patches, choice of browser, and browser configuration settings to be used with the Assessment System, email, and other transmissions. Subscriber acknowledges that its Systems Administrator controls the access and security points of the Assessment Systems. Annually, Subscriber shall remove any inactive Systems Administrators and confirm to NWEA the names of its active Systems Administrators. The Assessment System may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices.

10.2 **NWEA Responsibilities.** Subject to the limitations of warranty set forth in Section 19 (Limited Warranty) of the Agreement, NWEA shall maintain the necessary and appropriate privacy and data security controls to secure Student Education Records. NWEA has and shall maintain commercially reasonable policies and procedures and trains appropriate staff members to secure and maintain the confidentiality of Student Education Records. NWEA has and shall maintain an incident response program that specifies the actions to be taken when NWEA detects a Security Breach. In accordance with applicable state law, NWEA shall notify Subscriber in writing, without unreasonable delay, if NWEA reasonably suspects that there has been a Security Breach, and that the Security Breach has exposed Subscriber's Student Education Records to a third party. In the event of a Security Breach, Subscriber shall cooperate fully with NWEA so that NWEA can comply with its notification obligations to the affected parent(s), legal guardian(s) or eligible student(s) or any other parties for which notification by NWEA is required under applicable state law.

11. **Fees and Taxes.** Unless Subscriber is a tax-exempt entity, Subscriber shall pay the fees set forth on the applicable Schedule. Subscriber is solely responsible for any personal property taxes or local licensing fees related to or resulting from NWEA's delivery of Services under this Agreement.

12. **Billing and Payment.** Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber. NWEA shall send an invoice based on the applicable Schedule to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at accountsreceivable@nwea.org for wire transfer instructions. If Subscriber overestimates the number of students tested, NWEA is not obligated to refund any fees. If, however, Subscriber underestimates the number of students tested, NWEA may submit an amended invoice to capture the additional students tested, and Subscriber shall pay the variance within 30 days of the amended invoice date.

13. **Amendments and Renewals.** Notwithstanding anything to the contrary, terms of any purchase orders or written authorizations issued by Subscriber or any other communications which are additional to or inconsistent with this Agreement are not binding unless NWEA expressly assents to such terms in writing. Such renewals and expansions are governed by this Agreement (including all NWEA order forms). The conditions of payment described in Sections 11 (Fees and Taxes) and 12 (Billing and Payment) apply to all renewals and expansions. Subscriber shall make all payments under this Agreement to NWEA.

14. **Product Training.** If Subscriber is new to the Services, Subscriber's teachers and staff administering the Services must participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to Web-based or Client Server MAP). Before testing commences, Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training. If Subscriber experiences staff change that affects the administration of the Services, Subscriber shall promptly notify NWEA in writing. NWEA may require Subscriber to send any new staff to introductory NWEA product training.

15. **Publicity.** Subscriber consents to NWEA's use of and references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.

16. **Termination and Remedies.** This Agreement remains in effect until terminated in accordance with this Section. Either party may terminate by providing the other party thirty (30) days written notice of its intent to terminate for convenience. NWEA may terminate immediately without prior notice to Subscriber upon Subscriber's breach of this Agreement. Upon any termination, except for cause by Subscriber's breach, NWEA shall refund any prepaid fees made by Subscriber. NWEA may seek any legal or equitable remedy available against Subscriber for breach of the terms of this Agreement, including without limitation, injunctive relief and specific performance. After termination or expiration of the Agreement, NWEA shall allow Subscriber to continue to access Reporting, unless Subscriber notifies NWEA in writing to deidentify the Student Education Records. Upon request of Subscriber, NWEA shall return all of Subscriber's Student Education Records in its possession and delete any copies thereof. Subscriber acknowledges that NWEA will retain use of Assessment Data for research and improvement of products and services.

17. **Support.** NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services. Subscriber acknowledges that the validity and accuracy of the Reporting depends upon the accuracy and completeness of the class roster file Subscriber submits.

18. **Scheduled Maintenance.** NWEA has system maintenance periods throughout the year that affect Subscriber's use of the Services, including Subscriber's ability to (i) upload or download student and test data; (ii) access Reporting; or (iii) interact with any of NWEA's websites. NWEA will provide notice of regularly scheduled maintenance when Subscriber enrolls in the NWEA Status Page. NWEA may perform emergency maintenance at any time without advance notice.

19. **Limited Warranty.** NWEA warrants, during the subscription period, that the Assessment System, as delivered by NWEA and when used in accordance with the Documentation and the terms of this Agreement, will substantially perform in accordance with the Documentation. If the Assessment System does not operate as warranted and Subscriber has provided written notice of the non-conformity to NWEA within thirty (30) days of discovery of such non-conformity, NWEA shall at its option (i) repair the Assessment System; (ii) replace the Assessment System with a system of substantially the same functionality; or (iii) terminate the license to the non-conforming Assessment System and provide Subscriber a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated license measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Assessment System resulting from (a) use of the Assessment System in a manner not in accordance with the Documentation except as otherwise authorized in writing by NWEA; (b)

modifications or enhancements to the Assessment System made by or on behalf of Subscriber except as otherwise authorized in writing by NWEA; (c) combining the Assessment System with products, software or devices not provided by NWEA; (d) improper or inadequate maintenance of Subscriber's own computers, computer networks, operating environment, security programs, and internet connections; or (e) computer hardware malfunctions, unauthorized repair, accident, or abuse.

20. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 19 (LIMITED WARRANTY), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE OR USE; (iii) QUALITY; (iv) PRODUCTIVENESS; OR (v) CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SERVICES IS ERROR-FREE. EXCEPT AS PROVIDED HERE, THE ENTIRE RISK AND LIABILITY ARISING OUT OF USE OF THE SERVICES REMAINS WITH SUBSCRIBER. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) RESULTING FROM ANY ACTION OR INACTION OF SUBSCRIBER OR ANY THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS. NWEA CANNOT CONTROL PERFORMANCE OF SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPEND IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NWEA SHALL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

21. **Limitation.** THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT IS NWEA LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NWEA'S ENTIRE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE SERVICES IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THIS LIMITATION ALSO APPLIES TO NWEA'S DEVELOPERS AND SUPPLIERS OF THE SERVICES AND IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE.

22. **Indemnification.**

22.1 **Intentionally Deleted.**

22.2 **By NWEA.** Subject to Section 21 (Limitation), NWEA shall (j) defend Subscriber against any claims made by an unaffiliated third party that the Assessment System infringes its US patent, copyright, or trademark; and (ii) pay the amount of any resulting adverse final judgment against Subscriber (after any appeals) or settlement to which NWEA consents. Subscriber must notify NWEA promptly in writing of the claim. Subscriber must also give NWEA sole control over its defense and settlement. Subscriber shall provide NWEA with reasonable assistance in defending the claim. NWEA's obligations under this Section will not apply to the extent the claim (or adverse final judgment) is based on: (i) Subscriber using the Assessment System after NWEA has informed Subscriber to discontinue use due to such a claim; (ii) the combination or use of the Assessment System with non-NWEA information, data, or materials except as otherwise authorized in writing by NWEA; (iii) modification of the Assessment System except as otherwise authorized in writing by NWEA; or (iv) use of NWEA's trademark(s) without express written permission. If NWEA receives information about a claim under this Section related to the Assessment System, NWEA may do any of the following, at its discretion and expense: (i) procure the right to continue its use; (ii) replace it with a functional equivalent; (iii) modify it to make it non-infringing (if NWEA does this, Subscriber will stop using the allegedly infringing Assessment System immediately); or (iv) terminate this Agreement. Notwithstanding anything to the contrary, NWEA's commitment under this Section is Subscriber's exclusive remedy for third-party infringement and trade secret misappropriation claims. Nothing in this section obligates NWEA to indemnify Subscriber from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Subscriber, its officers, employees, or agents. In addition to the indemnification obligations in this Section, and subject to Section 21 (Limitation), NWEA shall also defend and indemnify Subscriber from any claims made by an unaffiliated third party resulting from NWEA's data breach or unauthorized disclosure of Student Education Records.

23. **Miscellaneous.**

23.1 **Force Majeure.** Neither party is liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial dispute, act of nature, computer crime including denial of service attacks, epidemic, act or omission of a third-party vendor or supplier, equipment failure, public enemy of government, failure of telecommunications, system malfunction, or other casualty.

23.2 **Waiver and Severability.** Waiver of any default or breach under this Agreement by NWEA or Subscriber does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, the parties intend that the remainder of this Agreement nevertheless remains in full force and effect. Upon a determination that any term or provision is illegal or unenforceable, the court may modify this Agreement to effect the original intent of the parties as closely as possible.

23.3 **No Third-party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

23.4 **Survival.** The following sections survive any termination or expiration of this agreement or the termination of any license granted under this agreement: 1 (Definitions); 3 (Protection from Unauthorized Use or Access); 4 (Ownership); 5 (NWEA Confidential Information); 6 (Student Education Records); 7 (FERPA); 9 (GRD); 10 (Security and Privacy Obligations); 18 (Scheduled Maintenance); 19 (Limited Warranty); 22 (Indemnification); and 22 (Miscellaneous).

23.5 **Entire Agreement; Order of Precedence.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. If there is a conflict among any of the terms of this Agreement, the parties intend that it be resolved by giving precedence to Agreement documents in the following order (i.e. the earlier listing governing the later): (i) any Supplemental Terms to the extent related to Services described in an applicable Schedule; (ii) this Agreement without any Schedules or Supplemental Terms; (iii) the most recent Schedule; followed by (iv) any other Schedules in reverse chronological order.

23.6 **Assignment.** Subscriber may not assign this Agreement to any third party without the prior written consent of NWEA, which consent shall not be unreasonably withheld.

23.7 **Binding.** This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

23.8 **Merger or Sale of NWEA.** If either (i) NWEA and a third party merge; or (ii) NWEA is sold to a third party, then the surviving or resulting entity shall maintain the Student Education Records in accordance with this Agreement, if the entity is subject to this Agreement.

23.9 **Representation of Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party.

23.10 **Notices.** Any notice required under this Agreement shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (d) delivered by email to an email address designated by the recipient, or (e) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

Address for Notices to NWEA:

NWEA
121 NW Everett Street
Portland, OR 97209
Email: legalservices@nwea.org

Address for Notices to Subscriber shall be sent to the address set forth in Subscriber's signature box below.

23.11 **Controlling Law and Venue.** Unless the law of the jurisdiction where Subscriber is domiciled requires otherwise, the parties intend that this Agreement be construed and controlled by the laws of the State of Illinois, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and does not apply to this Agreement. Any litigation arising out of this Agreement must be conducted in courts located in Cook County, Illinois.

23.12 **Attorney Fees.** If any lawsuit is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim may recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

23.13 **Counterparts.** The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

23.14 **Vendor Status and Independent Contractor.** NWEA provides Services within its normal business operations and operates in a competitive environment. The Services constitute a vendor relationship, as defined by OMB Circular A-133 and, therefore, any monies to pay for this Agreement are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees are Subscriber's employees. Nothing contained in this Agreement creates or implies an agency relationship, joint venture, or partnership between the parties.

23.15 **Compliance with Laws.** In providing the Services, NWEA agrees to comply with all applicable laws rules and regulations.

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


NWEA:

SUBSCRIBER name and address:

Board of Education of Lincolnwood School District
No. 74, Cook County, Illinois
6950 N. East Prairie Rd.
Lincolnwood, IL. 60712

DocuSigned by:

By: _____
Geri Cohen, EVP & CFO

By: 
Printed Name: SCOTT ANDERSON
Title: Board President
Date: 5/7/20

Date: 3/5/2020

EXHIBIT A Supplemental Terms

(Note: all capitalized terms not defined in the supplemental terms below have the meanings ascribed to them in the Master Subscription Agreement)

Learning Continuum & DesCartes: A Continuum of Learning (collectively, the "Learning Statements")

By using the Learning Statements, Subscriber agrees to the following:

If the Learning Statements are downloaded to Subscriber's organization or school district via a secure password protected intranet or private workspace, it may reproduce the Learning Statements without NWEA's express written permission provided: (i) the use is for non-commercial purposes only; (ii) Subscriber does not modify any information or image; (iii) access is password protected and is limited only to Subscriber's authorized agents; and (iv) Subscriber includes the copyright notice contained in the Learning Statements, as applicable. Subscriber shall not use the Learning Statements as a basis for alignment to any third-party products or services. If Subscriber conducts unauthorized alignments, it shall hold NWEA harmless and indemnify NWEA from any claims or lawsuits that arise from its alignment. NWEA only supports the Learning Statements in their original format. NWEA is not obligated to support any changes to the Learning Statements made by Subscriber or any third party.

Keeping Learning on Track™ (KLT™)

By using Keeping Learning on Track™ (KLT™) and associated materials (the "KLT Materials"), Subscriber agrees to the following:

Notwithstanding anything to the contrary in the Agreement, Subscriber shall pay NWEA in full for all KLT Materials prior to NWEA delivering them to Subscriber. Consistent with Section 3, Protection from Unauthorized Use or Access, of the Master Subscription Agreement, no part of the KLT Materials may be reproduced, adapted, or transmitted in any form or by any means. However, Subscriber may reproduce those pages of the KLT Materials that include a legend that permits reproduction. Subscriber shall purchase individual copies of the KLT Materials for each participant in the program. NWEA disclaims responsibility for any actions or recommendations that Subscriber makes based on the KLT Materials.

Power of Teaching®

By using Power of Teaching® professional development program and associated materials (the "PofT Materials"), Subscriber agrees to the following:

Notwithstanding anything to the contrary in the Agreement, Subscriber shall pay NWEA in full for all PofT Materials prior to NWEA delivering them to Subscriber. Consistent with Section 3, Protection from Unauthorized Use or Access, of the Master Subscription Agreement, no part of the PofT Materials may be reproduced, adapted, posted online or transmitted in any form or by any means for any commercial use or use by third parties without prior written permission from NWEA; provided, however, Subscriber may reproduce the PofT Materials solely for Subscriber's non-commercial use. NWEA disclaims responsibility for any actions or recommendations that Subscriber makes based on the PofT Materials.

MAP® Skills

By using MAP® Skills, Subscriber agrees to the following:

MAP Skills requires installation of the secure/lock down browser ("Lockdown Browser"). Accordingly, NWEA grants to Subscriber a nonexclusive, nontransferable sublicense to install the Lockdown Browser for Subscriber's internal use only in connection with the Subscription and only during the period specified in an applicable Schedule. The Lockdown Browser sublicense extends only to the quantity of licenses indicated on an applicable Schedule. All MAP Skills Systems Administrators must complete one MAP Skills training session. During the period specified in an applicable Schedule, NWEA shall provide technical support for MAP Skills via telephone or email as described at <https://www.nwea.org/product-support/>.

Terms applicable to Subscriber's use of Knovation: As a user of the content, you acknowledge and agree that Knovation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Knovation has no direct control over these linked sites, all of which have separate privacy and data collection practices, independent of Knovation. These links are only for your convenience and therefore you access them at your own risk. Furthermore, should you choose to register or create an account on other sites accessed from the Knovation Software Content, you have full responsibility for understanding and agreeing to their terms of use and privacy and security policies regarding any personally identifiable information you provide them and activities you perform on their sites. Knovation is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Children's Progress Academic Assessment™

By using Children's Progress Academic Assessment™ (CPAA™), Subscriber agrees to the following:

CPAA is comprised of web-enabled assessment software and web-based reporting, and includes: (i) machine-readable instructions and data; (ii) components; (iii) Content; (iv) related licensed materials, features, and functionality (such as reports, assessments, training and support materials, and tutorials); (v) licensed documents or keys; and (vi) Documentation listed below which NWEA may amend and update from time to time. If access to CPAA requires installation of any assessment software ("Software"), NWEA grants Subscriber a nonexclusive, nontransferable sublicense to install the Software for Subscriber's internal use only in connection with its CPAA subscription and only during the Term. Subscriber's CPAA license and Software sublicense extend only to the quantity of licenses indicated on Schedule A.

With regard to CPAA, "Documentation" means:

1. Technical Requirements–
https://assessment.childrensprogress.com/docs/CPAA_Technical_Requirements.pdf
2. Common Core and State Specific Alignments– available upon written request
3. The CPAA Scope & Sequence Documents– available upon written request

Client Server Measures of Academic Progress® (MAP®)

By using Client Server MAP® ("MAP®"), Subscriber agrees to the following:

Excluding Summer test administration, Subscriber shall not administer more than three MAP test events per license in a single academic year. Additionally, Subscriber may administer one Summer test event per license per academic year. Client server MAP requires installation or downloading of a copy of TestTaker software ("TestTaker Software"). Accordingly, NWEA grants to Subscriber a

nonexclusive, nontransferable license to install TestTaker Software for Subscriber's internal use only in connection with the Subscription and only during the period specified in an applicable Schedule. Subscriber shall provide to NWEA its student and class information in a Class Roster File ("CRF") for each test window in the approved format. Subscribers must submit the CRF via SFTP at least two (2) weeks before Subscriber's first day of testing.

MAP® Growth

By using MAP® Growth, Subscriber agrees to the following:

Excluding Summer test administration, Subscriber shall not administer more than three MAP test events per license in a single academic year, except for MAP Growth K-2 Skills Checklist which can be administered without such academic year limitation. Additionally, Subscriber may administer one Summer test event per license per academic year. MAP Growth requires installation of the secure/lock down browser ("Lockdown Browser"). Accordingly, NWEA grants to Subscriber a nonexclusive, nontransferable sublicense to install the Lockdown Browser for Subscriber's internal use only in connection with the Subscription and only during the period specified in an applicable Schedule. The Lockdown Browser sublicense extends only to the quantity of licenses indicated on an applicable Schedule. Subscriber shall provide to NWEA its student and class information in a Class Roster File ("CRF") for each test window in the approved format. Subscribers must import the CRF at least one (1) week before Subscriber's first day of testing.

MAP® Reading Fluency

By using MAP® Reading Fluency, Subscriber agrees to the following:

Subscriber is responsible for providing all hardware, including headsets with boom microphones, necessary to complete the test administration. For the avoidance of doubt, built in microphones and in-line microphones are not supported. MAP Reading Fluency is supported on (i) any Chrome browser on any desktop, laptop, or Chromebook; and (ii) via an iOS application for testing on an iPad or iPad Mini or as otherwise set forth in applicable technical specifications. Notwithstanding anything to the contrary in the Agreement, training for MAP Reading Fluency is optional.

Growth Report

This report contains Student Education Records that may be subject to Subscriber's student data privacy and security policies and applicable state and federal student privacy laws.

In addition to Section 19 (Disclaimer) of the MSA, neither NWEA nor its vendors warrant the accuracy, completeness, or usefulness of this report and NWEA expressly disclaims all liability and responsibility arising from reliance on the report.

Insights Report

The Insight Report does not contain any Student Education Records but does contain the names of those schools where the data is generated. In addition to Section 19 (Disclaimer) of the MSA, neither NWEA nor its vendors warrant the accuracy, completeness or usefulness of the MAP Insight Reports and NWEA expressly disclaims all liability and responsibility arising from any reliance placed on the information in such reports. NWEA uses current NWEA norms and Subscriber's MAP data to produce graphics and supporting analysis provided in the report.

Instructional Report

The Instructional Report does not contain any Student Education Records but does contain the names of those schools where the data is generated. In addition to Section 19 (Disclaimer) of the MSA, neither NWEA nor its vendors warrant the accuracy, completeness or usefulness of the

Instructional Report and NWEA expressly disclaims all liability and responsibility arising from any reliance placed on the information in such reports.

Similar Schools Report

This report contains Student Education Records that may be subject to Subscriber's student data privacy and security policies and applicable state and federal privacy laws. In addition to Section 19 (Disclaimer) of the MSA, neither NWEA nor its vendors warrant the accuracy, completeness, or usefulness of this report and NWEA expressly disclaims all liability and responsibility arising from reliance on the report.

PREMIUM PARTNER SERVICES SUPPLEMENTAL TERMS

General Terms. Premium Partner Services includes (i) Technical Consulting; (ii) Onsite Product Training; (iii) Technology Readiness; (iv) Expedited Implementation Services; and (v) Program Management Services (collectively, the "Partner Services"). NWEA does not offer refunds for unused Partner Services Subscriber purchases. Subscriber may purchase Partner Services at the fixed fees set forth in an applicable Schedule A. Per the MSA, Subscriber is responsible for designating a single point of contact, preferably the Subscriber's Systems Administrator, and will ensure such individual is available to NWEA. Additionally, Subscriber's contact shall ensure NWEA has access to all Subscriber's site(s) where Partner Services will be performed. Subscriber acknowledges that failure or delay in responding to NWEA requests in a timely manner may result in delays or inability for NWEA to perform the requested Partner Services. Scheduling of Partner Services is subject to availability of NWEA personnel.

Onsite Product Training

NWEA will provide standard modular format training, in which Subscriber will learn (i) the benefits of the NWEA assessment solution; (ii) how to proctor and/or manage test sessions; (iii) how to troubleshoot common issues; (iv) how to access reports; and (v) helpdesk product training regarding common issues and troubleshooting processes. Any deviation from this standard training is subject to negotiations.

Virtual Applying Reports; Virtual Professional Learning (International); Virtual MAP Skills Basics; Virtual MAP Reading Fluency Basics; Virtual Custom Workshops or Virtual PL Consultations

NWEA may cancel a workshop for any reason whatsoever, inclement weather, strikes, wars, acts of God, or any other circumstance that may make the workshop inadvisable. In those instances, Subscriber will not be charged a cancellation fee and the workshop will be rescheduled.

- If Subscriber cancels a workshop or consultation less than 2 weeks before the scheduled date of the session, Subscriber shall pay \$200 processing fee to NWEA. This includes instances of no shows.
- Rescheduling is subject to facilitator availability. Workshop sessions must be scheduled three weeks in advance and all sessions completed within 18 months the Term start date listed in Subscriber's Schedule A.

NWEA is not responsible for any expenses incurred on your behalf in preparing for the workshop, including nonrefundable fares or penalties.

Technical Consulting

Technical Consulting may include: (i) general support during testing including assisting proctors; (ii) troubleshooting technical issues related to NWEA assessment solutions; (iii) real time product

training and support during testing to Subscriber's proctors, helpdesk, technology and assessment staff; (iv) Onsite product training and support to principals and school administrators; (v) assistance in escalating issues to NWEA technical support and/or engineers; (vi) consulting with Subscriber to identify key areas of support needs; (vii) product training for data administrators; (viii) support with rostering (creation and upload to NWEA systems), user management, and student management; (ix) assistance with exporting data from Subscriber's Student Information Systems; (x) assistance with automating roster imports and exports of comprehensive data file; Technical Consulting does not include: (a) making changes to NWEA's assessment solutions on behalf of the Subscriber; (b) conducting rostering work; (c) creating or implementing coding or scripting, network changes, or auto-rostering; (d) configuration changes or updates to workstations or network devices; (e) hardware setup; (f) report or data usage training; or (g) IT support or training not specifically related to NWEA assessment solutions.

Supplemental Technical Services

Supplemental Technical Services (the "Supplemental Services") is a product offered by the Technical Consultant team that provides a designated technical contact for district leadership. The Supplemental Services may include: (i) troubleshooting technical issues related to Assessment System; (ii) real time product training and support during testing for Subscriber's named key contacts; (iii) assistance in escalating issues to NWEA technical support and/or engineers; (iv) consulting with Subscriber to identify key areas of support needs; (v) product training for key contacts; (vi) support with rostering (creation and upload to Assessment System), user management, and student management; (vii) assistance with exporting data from Subscriber's Student Information Systems; (viii) product training and assistance with the setup and configuration of the NWEA environment; and (ix) assistance with automating roster imports and exports of comprehensive data file. The Supplemental Services do not include: (x) making changes to the Assessment System on behalf of the Subscriber; (xi) conducting rostering work; (xii) creating or implementing coding or scripting, network changes, or auto-rostering; (xiii) configuration changes or updates to workstations or network devices; (xiv) hardware setup; (xv) report or data usage training; (xvi) IT support or training not specifically related to the Assessment System; (xvii) support to district personnel outside the identified key contacts; or (xviii) travel to or onsite work at Subscriber's location. Supplemental Technical Services is a limited time engagement. The Supplemental Services will be offered between 7:00 A.M. and 5:00 P.M. (local time).

Subscriber acknowledges that all fees paid are non-refundable and all payment obligations non-cancellable.

Technology Readiness

NWEA will visit designated Subscriber locations to test and evaluate workstations and devices to determine if they meet NWEA technical requirements. NWEA may evaluate the following technical requirements: OS version, primary browser and version, CPU, RAM, screen resolution, wired or wireless connection, and a point in time bandwidth test. Additional technical requirements may be captured upon Subscriber's request; provided, however, certain requests may require administrative access to Subscriber's systems. As part of the Technology Readiness, NWEA expressly does not: (i) make changes or software updates to workstations or devices; (ii) configure networks or make changes to network infrastructure; (iii) provide product training or support; or (iv) provide troubleshooting services or resolve issues or potential issues discovered during the Technology Readiness.

Supplemental Implementation Services (Expedited & Re-implementation)

NWEA provides, at no additional cost to Subscriber, an implementation support specialist to guide and support the implementation of the Assessment System. This service is typically included as part

of a Subscriber's initial licensing of the Assessment System and is available through the completion of the first testing term. Once the initial testing term is complete, the account manager assumes ongoing management of the Subscription from the implementation support specialist. Additionally, the Subscriber has ongoing access to support resources, including toll-free phone, email, and chat support via Partner Support and self-directed support via in-product Help and Destination PD.

- Expedited Implementation Services

NWEA recommends a timeline of approximately four (4) weeks from the date of sale to the beginning of testing in order to provide NWEA and Subscriber adequate time to implement the Assessment System. If Subscriber opts to implement within two (2) weeks from the date of sale, Subscriber may purchase Expedited Implementation Services. Expedited Implementations Services do not include: (i) an Implementation Support Specialist who is exclusive to Subscriber; (ii) rostering; (iii) Onsite Product Training; (iv) Technical Consulting; or (v) Technology Readiness. For the avoidance of doubt the two (2) week expedited delivery applies to the Expedited Implementation Services only and to no other products specified on an applicable order.

- Re-implementation Services

If, after the initial testing term, Subscriber requires continued access to an implementation support specialist, Re-implementation Services are available. Re-implementation Services are offered remotely using teleconferencing and email communications. Re-implementation Services may include (i) assessing Subscriber's needs related to product configuration, training, and general test administration preparation (e.g. lab readiness plans, timelines for rostering students and staff, staff training plans, district and school communication plans); (ii) developing, with Subscriber, a plan to meet identified needs; (iii) guiding Subscriber through its implementation of the plan for one (1) testing term; (iv) providing training on available resources for future testing term preparation; and (v) providing district administrators with product training and assistance with setup and configuration of the NWEA environment (test terms, test windows, school names, grade designations and special programs). Re-implementation Services do not include onsite support, an implementation support specialist who is exclusive to the Subscriber, rostering, Onsite Product Training, Technical Consulting, or Technology Readiness.

Program Management Services

As part of the standard Program Management Services ("PM") offering, the PM team is available to: (i) plan and coordinate project kickoff meeting; (ii) establish and implement the program work plan; (iii) lead the planning and scheduling of tasks with NWEA internal teams; (iv) work directly with the designated Subscriber contacts to coordinate efforts, maintain work schedules, and meet deadlines; (v) establish, track, and monitor implementation tasks, professional development, and technical training; (vi) manage change orders; (vii) identify and document potential program risks; (viii) support NWEA's on-site professional development and training; (ix) create and update program partnership site; (x) create, order, and deliver standard and custom administrative reports; (xi) coordinate with non-PM NWEA personnel to address program-wide technical issues; and (xii) plan and coordinate project closing meetings. PM will be performed remotely; provided, however, that parties may agree to an onsite kickoff meeting. If the parties agree to an onsite kickoff meeting, the fees paid for PM include travel if Subscriber provides NWEA a minimum of two (2) weeks' notice prior to travel. Otherwise, Subscriber is responsible for travel expenses.

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: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

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."

Exhibit H

Additional Terms or Modifications

IL-NDPA Standard Version 1.0

LEA and Provider agree to the following additional terms and modifications (new language underlined and deleted language ~~strikethrough~~):

1. Section 2 of the preamble is amended as follows

- If checked, LEA and Provider agree to the additional terms or modifications set forth in Exhibit "H".

2. Section 3 of the preamble is amended as follows:

"3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. With respect to the treatment of Student Data, in the event there is a 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."

3. Section 4 of the preamble is amended as follows:

"This DPA shall stay in effect for ~~three years~~ the term of the Service Agreement unless otherwise terminated by the parties. Exhibit E will expire upon expiration of termination of the Service Agreement. ~~3 years from the date the original DPA was signed.~~"

4. Section 1 of Article IV: Duties of Provider is amended as follows:

"**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 applicable to Provider, all as may be amended from time to time."

5. Section 2 of Article IV: Duties of Provider is amended as follows:

"**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 applicable law ~~the statutes referred to herein~~ this DPA."

6. Section 4 of Article IV: Duties of Provider is amended as follows:

"**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 or Student Data disclosed: (i) pursuant to a lawfully issued court order or other legal process, or: (ii) to subprocessors performing services on behalf of the

Provider pursuant to this DPA; (iii) pursuant with 20 U.S.C 1232g(b)(1)(I), 34 C.F.R. 99.31(a)(10), 34 C.F.R. 99.36, 34 C.F.R. 99.32 and other applicable law for health or safety emergencies purposes; (iv) pursuant to 20 U.S.C. 1232g(b)(1)(F), 34 C.F.R 99.31(a)(6) and other applicable law to organizations conducting certain studies for educational institutions; (v) to third parties that LEA has authorized; and (vi) Provider legal counsel solely in connection with legal advice and subject to executed confidentiality agreements. Provider will not Sell Student Data to any third party.

7. Section 5 of Article IV: Duties of Provider is amended as follows:

“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, the Service Agreement, 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 that party agrees in writing not to attempt re-identification. Provider shall obtain the LEA's written approval prior to publishing any document that names the LEA explicitly.. Provider agrees to use De-Identified Data consistent with the terms of the Service Agreement.”

8. Section 6 of Article IV: Duties of Provider is amended as follows:

“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 in accordance with applicable law. 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.”

9. Section 2, Article V: Data Provisions is deleted in its entirety and replaced with the following:

“2. **Audits**. At least annually Provider will obtain a Service Organization Controls (SOC) 2 Type II audit, or other commercially reasonable security audit, which attests NWEA's security policies, procedures, and controls performed by an independent third party based on recognized industry standards. Provider will make results of such controls review or audit available to LEA upon request and will address noted exceptions.”

10. Section 3, Article V: Data Provisions is amended as follows:

"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."

11. Section 4(2), Article V; Data Provisions is amended as follows:

"(2) Provider agrees to adhere to all federal and state requirements applicable to Provider with respect to a data breach related to the Student Data, including, when applicable appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach."

12. Section 4(4), Article V; Data Provisions is deleted in its entirety.

13. Section 1 of Article VII: Miscellaneous is deleted in its entirety and replaced with the following:

"1. Termination. This DPA will terminate on the date the Service Agreement terminates or expires. Either party may terminate this DPA and the Service Agreement if the other party breaches any material terms of this DPA and such breach is not cure within 30 days of notice."

13. Section 3 of Article VII: Miscellaneous is amended as follows:

"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 privacy statutes applicable to services provided by Provider. With respect to the treatment of Student Data, 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, including, without limitation, any license rights, limitation of liability or indemnification provisions, shall remain in effect."

14. Section 6 of Article VII: Miscellaneous is deleted in its entirety and replaced with the following:

"6. Governing Law. THIS DPA WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES."

15. Definition of Student Data in Exhibit C, Definitions is amended as follows:

"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 Information, or anonymous usage data regarding a student's use of Provider's services."

16. Section 4 of Exhibit G is amended as follows:

"4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any Third 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~~, applicable law, this DPA or the Service Agreement. In the event a Third Party, including law enforcement or a governmental entity contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the Third Party to seek the data directly from the LEA if allowed under order. In the event Provider is compelled to produce Student Data to a Third Party in compliance with a court order, Provider shall notify the LEA at least five (5) ~~school~~ calendar days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure."

16. The following is hereby added to the end of Section 6 of Exhibit G:

"Notwithstanding the foregoing, in the event of multiple requests, Provider shall have a commercially reasonable time to respond to LEA."

17. Section 10 of Exhibit G is deleted in its entirety and replaced with the following:

"10. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall pay direct and actual damages arising from the Security Breach for the following: (i) notification to parents of those students whose Student Data was the subject of the Security Breach if required by applicable law; (ii) notification to regulatory agencies or other entities if required by applicable law; and (iii) credit monitoring to those student subject to the Security Breach if required by law."

18. The first paragraph of Section 11 of Exhibit G is deleted in its entirety and replaced with the following:

"Provider will delete or transfer to LEA all Student Data if the information is no longer needed for the purposes of the Services Agreement within 30 days of Provider being made aware that such information is no longer needed."

19. Section 13 of Exhibit G is amended as follows:

"13. **Subcontractors.** 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)."~~



Executive Summary Finance Committee Meeting

DATE: March 23, 2023

TOPIC: GSF USA, Inc. Custodial Services

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District approves all contracts over \$10,000.

District Legal Counsel has reviewed this third amendment to the original agreement for custodial services from GSF USA, Inc. and found it to be acceptable. Lincolnwood SD74 continues to be satisfied with the level of service GSF has been providing over the years.

Fiscal Impact:

\$472,288.65 per year which is a 5.0% increase over last year's GSF rate.

The District previously paid \$449,798.71 in Fiscal Year 2022-23.

Recommendation:

The Finance Committee concurs with the Administration to recommend to the Board of Education to approve this Amendment #3 to Agreement from GSF USA, Inc. in the amount of \$472,288.65 for custodial services from August 1, 2023 through July 31, 2024.



AMENDMENT #3 TO AGREEMENT

This Amendment dated January 30, 2023, and effective August 1, 2023 is entered into by and between GSF USA, Inc. ("Contractor"), and Board of Education of Lincolnwood School District 74, on behalf of itself and for the benefit of its Affiliates (collectively "Company") and amends that certain Agreement, dated May 30, 2019, and previously amended May 5, 2020, and April 4, 2022, by and between Company and Contractor (collectively, the "Agreement"). All terms capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Agreement. The following recitals sets forth the basis of this Amendment and are made a part hereof:

RECITALS:

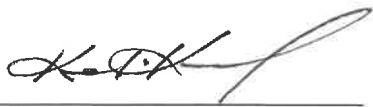
- A. Pricing: The parties agree to a 5% increase and that the annual contract price will be four hundred seventy-two thousand two hundred eighty-eight dollars and 65/100 (\$472,288.65) for the August 1, 2023 - July 31, 2024, of the Renewal Term, payable in twelve (12) monthly installments during the Renewal Term
- B. Hourly rates for work requested by the District which is beyond the scope of service 2023-2024:
 - a. Maintenance: \$46.30/Hour
 - b. Custodial: \$35.02/Hour
 - c. Grounds: \$35.02/Hour
- C. The bid package for "LINCOLNWOOD SCHOOL DISTRICT 74 CUSTODIAL SERVICES BID 2019" shall continue to be made a part of this Agreement and incorporated herein, and shall continue to define the scope of this Work, as well as all insurance, liability, and indemnification requirements and other general specifications.
- D. No Other Amendments. Except as expressly amended herein, the Agreement which has not expired or been terminated prior to the date hereof, shall continue in full force and effect, in accordance with its terms, without any waiver, amendment or other modification of any provision thereof.

The parties acknowledge that this is the final extension of the Agreement and that all services after July 31, 2024, shall be subject to competitive bidding by the School District.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #3 as of the date and year first above written.

GSF USA, INC.

Board of Education of Lincolnwood School District 74

By: 
Kurt A. Kuempel, Vice President

By: _____
Kevin Daly, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2022

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

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

PRODUCER AssuredPartners of Indiana, LLC 10401 N. Meridian #300 Indianapolis, IN 46290	1-317-844-7759	CONTACT NAME: Kelsey Davis PHONE (A/C No. Ext): 317-595-7335 E-MAIL ADDRESS: kelsey.davis@assuredpartners.com	FAX (A/C No): 317-844-9910
INSURED G.S.F. USA, Inc. 2701 Fortune Circle E, Suite D Indianapolis, IN 46241		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AMERISURE MUT INS CO	NAIC # 23396
		INSURER B: GREAT AMER INS CO	16691
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 67218850

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		CPP 21133600301	12/01/22	12/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2113590302	12/01/22	12/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU 21133620302	12/01/22	12/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N / A	WCE918248-00	12/01/22	12/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74 AND ANY OTHER CONTRACTUALLY REQUIRED ENTITIES ARE ADDITIONAL INSUREDS ON A PRIMARY NON-CONTRIBUTORY BASIS FOR GENERAL LIABILITY, BUT ONLY WHERE REQUIRED BY WRITTEN CONTRACT, AND WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER**CANCELLATION**

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74 6950 NORTH EAST PRAIRIE ROAD LINCOLNWOOD, IL 60712 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  68
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

KDAVIS
67218850



AMENDMENT #2 TO AGREEMENT

This Amendment dated April 4, 2022 and effective August 1, 2022 is entered into by and between GSF USA, Inc. ("Contractor"), and Board of Education of LINCOLNWOOD SCHOOL DISTRICT 74, on behalf of itself and for the benefit of its Affiliates (collectively "Company") and amends that certain Agreement, dated May 30, 2019, and previously amended May 5, 2020, by and between Company and Contractor (collectively, the "Agreement"). All terms capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Agreement.

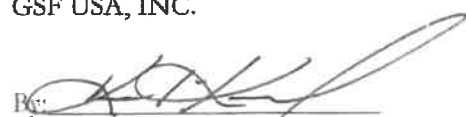
The following recitals sets forth the basis of this Amendment and are made a part hereof:

RECITALS:

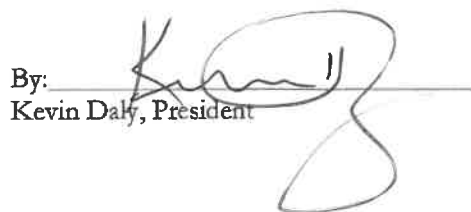
- A. Pricing: The parties agree to a 3.25% increase and that the annual contract price will be four hundred forty-nine thousand seven hundred ninety-eight dollars and 71/100 (\$449,798.71) for the August 1, 2022 - July 31, 2023, of the Renewal Term, payable in twelve (12) monthly installments during the Renewal Term
- B. Hourly rates for work requested by the District which is beyond the scope of service 2022-2023:
 - a. Maintenance: \$44.10/Hour
 - b. Custodial: \$33.35/Hour
 - c. Grounds: \$33.35/Hour
- C. The bid package for "LINCOLNWOOD SCHOOL DISTRICT 74 CUSTODIAL SERVICES BID 2019" shall continue to be made a part of this Agreement and incorporated herein, and shall continue to define the scope of this Work, as well as all insurance, liability, and indemnification requirements and other general specifications.
- D. No Other Amendments. Except as expressly amended herein, the Agreement which has not expired or been terminated prior to the date hereof, shall continue in full force and effect, in accordance with its terms, without any waiver, amendment or other modification of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #2 as of the date and year first above written.

GSF USA, INC.

By: 
Kurt A. Kuempel, Vice President

Board of Education of LINCOLNWOOD SCHOOL DISTRICT 74

By: 
Kevin Daly, President

**LEGAL NOTICE
INVITATION TO BID**

Sealed bids for a contract for custodial services will be received by the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois, at its Administration Building, 6950 N. East Prairie Rd., Lincolnwood IL 60712, until 1:00 p.m. central prevailing time on Tuesday, the 7th day of May, 2019. Bids will be opened and read aloud at that time.

Bids will be sought for a three-year contract with options to renew for two additional one-year periods. Custodial services will be required at three (3) school buildings and one (1) administrative center, all located on a single campus in the Village of Lincolnwood, approximately 10 miles north of downtown Chicago. The School District will supply all necessary equipment, cleaning supplies, hand tools, and consumable products. The agreement shall commence August 1, 2019. The specifications and invitation for bids can be obtained by contacting Ms. Courtney Whited, Business Manager, at (847) 675-8234 or cwhited@sd74.org beginning April 16, 2019. A pre-bid meeting and building walkthrough will be conducted on Monday, April 29, 2019, at 3:00 p.m., starting at the Administration Building, 6950 N. East Prairie Rd., Lincolnwood IL 60712. Bidders must submit all questions regarding the specifications and invitation for bids in writing to Ms. Whited. Replies will be issued to all bidders of record in the form of an Addendum. Questions received after 4:00 P.M. central prevailing time on Tuesday, April 30, 2019, cannot be answered.

Each bidder expressly agrees that such bid may not be withdrawn for a period of ninety (90) days from the opening thereof. Withdrawal within such period shall subject the bidder to penalties and damages to the District to the extent that such withdrawal results in loss to the District and may result in disqualification from future bids.

The Board of Education reserves the right to reject any and all bids or any part thereof, to waive any informalities, errors or irregularity in bids received or in the bidding process, and to accept the bid that the Board of Education deems the most favorable to its interest after all bids have been examined and canvassed. The Board of Education will award the contract to the lowest responsible bidder that meets the criteria as established in the specifications and the contract will be awarded only after a formal notice is given to the successful bidder pursuant to action by the Board of Education.

DATED this 25th day of April, 2019.

John P. Vranas, Secretary
Board of Education
Lincolnwood School District No. 74

NOTICE TO BIDDERS
AND
SPECIFICATIONS FOR CUSTODIAL SERVICES – 2019

Lincolnwood School District No. 74

Table of Contents

Legal Notice.....	1
Table of Contents.....	2
I. Instructions to Bidders.....	3
II. General / Insurance Requirements	8
III. General Specifications	11
IV. Custodial Operations Specifications.....	15
V. Summer Deep-Cleaning Specifications	23
VI. Building List	24
BID FORM.....	Exhibit A

I. INSTRUCTIONS TO BIDDERS

1. The Board of Education of Lincolnwood School District No. 74 (hereinafter sometimes referred to as the "District" or the "School District") will receive bids for custodial services, on a three-year agreement with options to renew for two additional one-year periods, in accordance with these Instructions to Bidders and the Specifications set forth below. Custodial services will be required at three (3) school buildings and one (1) administrative center, all located on a single campus in the Village of Lincolnwood, approximately 10 miles north of downtown Chicago. The School District will supply all necessary equipment, cleaning supplies, hand tools, and consumable products. The agreement shall commence August 1, 2019. The District may terminate the agreement for its convenience by providing at least thirty (30) days' written notice of termination.

2. Bids will be publicly opened and read aloud on Tuesday, May 7, 2019, at 1:00 pm at the District Administration Building, 6950 N. East Prairie Rd., Lincolnwood IL 60712. Bidders must submit all questions regarding these Specifications and Instructions to Bidders or the exhibits attached hereto in writing to Ms. Courtney Whited, Business Manager, Administration Building, 6950 N. East Prairie Rd., Lincolnwood IL 60712, cwhited@sd74.org, between 9:00 a.m. and 4:00 p.m. Monday through Friday beginning April 16, 2019. Replies will be issued to all bidders of record in the form of an Addendum. Questions received after 4:00 p.m. on Tuesday, April 30, 2019, cannot be answered. A pre-bid meeting and building walkthrough will be conducted on Monday, April 29, 2019, at 3:00 p.m., starting at the Administration Building.

3. All bids must be submitted in duplicate on the Bid Form, a copy of which is attached hereto as Exhibit "A", provided by the District. The wording of the Bid Form shall not be changed or altered.

4. The Board of Education reserves the right to reject any and all bids or any part thereof, to waive any informalities, errors or irregularity in bids received or in the bidding process, and to accept the bid that the Board of Education deems the most favorable to its interest after all bids have been examined and canvassed.

5. Each bidder expressly agrees that such bid may not be withdrawn for a period of ninety (90) days from the opening thereof. Withdrawal within such period shall subject the bidder to penalties and damages to the District to the extent that such withdrawal results in loss to the District.

6. Bids are due on **Tuesday, May 7, 2019 at 1:00 p.m.** and are to be submitted in duplicate in a sealed envelope bearing the bidder's name and address, and marked "CUSTODIAL SERVICES BID FOR SCHOOL DISTRICT NO. 74". No bids will be accepted after this date and time. Bidder assumes the risk of any delay in the handling or delivery of mail or other courier service.

7. The Board of Education will award the contract to the lowest responsible bidder, considering conformity with the bid requirements, terms of delivery, quality, and serviceability, in accordance with the criteria as established in the specifications. While the entire bid submitted by a prospective bidder will be reviewed and evaluated, particular attention will be paid to those criteria which are referenced below.

8. Commencing on August 1 of the second contract year and each contract year thereafter, the successful bidder will be eligible to receive an inflationary price adjustment based upon the most recently available Consumer Price Index for all Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha area, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The increase shall not exceed five percent (5%) per year. In the event the applicable CPI-U is negative, the current price shall remain unchanged. Should the District increase or decrease the square footage requiring services by more than 10% after the award, an adjusted price shall be negotiated. Such changes will take effect on the date of the change in services.

9. A bidder may withdraw a bid at any time prior to the closing time for the receipt of bids. Any modification to a bid may only be made by the withdrawal and substitution of another sealed bid.

10. Each bidder warrants and represents that: (i) he or she has read and understands these instructions and specifications; (ii) its bid is based on the specifications and terms and conditions contained in these specifications; and (iii) he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions thereof.

11. The District is exempt from paying Illinois Use Tax, Illinois Retailers' Occupation Tax, and federal excise taxes. No taxes shall be included in the bid price.

12. The failure of the District to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The District shall not have waived any rights under this specification unless specifically set forth in writing.

13. If the successful bidder fails to fulfill any terms and conditions of the agreement, said bidder may be declared to be in default by the Board and shall be subject to any and all other

remedies available to the Board, including the termination of the agreement for breach of contract. The District may terminate the agreement for its convenience by providing at least thirty (30) days' written notice of termination. The termination of the agreement for breach of contract shall not in any way limit the District's damages or remedies.

14. The successful bidder shall at all times observe and comply with all applicable laws, rules, ordinances, and regulations, including, but not limited to, the Illinois School Code (105 ILCS 5/1-1 *et seq.*), the Illinois Prevailing Wage Act (820 ILCS § 130/1 *et seq.*), the Illinois Human Rights Act (775 ILCS § 5/1 *et seq.*), the Equal Employment Opportunity Clause at Title 44, Part 750, of the Illinois Administrative Code (see 44 Ill. Admin. Code 750.20), which is fully incorporated herein, the Equal Employment Opportunity Act (42 U.S.C. § 2000e), and the Illinois Criminal Code (720 ILCS § 5/1 *et seq.*) in performing under the agreement.

15. The successful bidder shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the School District.

16. All bidders agree, by virtue of submitting a bid, that any agreements entered into as a result of this invitation to bid shall be governed by the laws of the state of Illinois without regard to the conflicts of laws provisions therein and venue for all actions between the parties shall lie solely in the Illinois circuit court having jurisdiction over Cook County, Illinois.

II. GENERAL / INSURANCE REQUIREMENTS

1. Provide five (5) Illinois references for which your company is currently performing, or has performed in the last three (3) years, substantially similar custodial services as what is required within this request for bids. These references must be for services provided at buildings of similar size and for similar services. At least three (3) of these references must be schools, public or private. For each reference, list the scope of custodial services provided, enrollment figures, number of buildings served, and a contact name and phone number. List each district as one reference. Do not list each school in a district as a separate reference.

2. Provide detailed information of your company's background, such as years in operation, number of employees, locations, and any attributes unique to your company. If your company is a regional or national organization, please provide a narrative describing your company's regional or national support and how this support may provide benefit to the District. In providing your company's background, include an organizational chart that shows the structure of your organization and the relationships and relative ranks of your officers.

3. Please provide a narrative describing your company's experience working with organized labor unions and copies of any collective bargaining agreements that would be applicable to the services provided under this request for bids.

4. Submit with your bid the last three (3) years of your company's certified audited financial statements. Additionally, please state if your company has ever sought bankruptcy protection and, if so, when and the result thereof.

5. By virtue of submitting a bid, bidders agree that the successful bidder shall indemnify and hold harmless the Board of Education of the School District, its individual board members, officers, employees, agents, volunteers, successors, and assigns (collectively, the

"Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the successful bidder, its employees, agents, assigns, or subcontractors; and/or (2) any breach by the successful bidder of the terms of the agreement entered into as a result of the bid. Further, the bidder agrees to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on school district property, and waive any limitation of liability defense based on the Workers' Compensation Act against claims by the Board of Education for indemnification or contribution, and further agree to indemnify and defend the Indemnitees from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for bidder's own negligence.

6. Bids shall be submitted with the cost of insurance included. The successful bidder shall provide, for and during the term of the Agreement, insurance with a suitable insurance company, with an A.M. Best rating of A-X or better:

- a. Comprehensive General Liability on an occurrence basis to insure all loss (including, but not limited to, attorney's fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of \$1,000,000 per occurrence and in the aggregate:
- b. Business Auto Coverage insurance, including all autos, in the amount of \$1,000,000 each accident:

- c. Worker's Compensation coverage in the minimum statutory amounts, and Employers' Liability Insurance in the minimum amount of at least \$1,000,000 each employee each accident and at least \$1,000,000 each employee disease; and
- d. Umbrella or Excess Liability coverage on an occurrence basis in a minimum amount of \$5,000,000 per occurrence and in the aggregate.

The policies of insurance shall name the Board of Education and the School District as additional insureds for any claims arising out of the performance or acts of the Supplier in accordance with the terms of the agreement. Such insurance shall be primary, and any insurance maintained by the School District shall be secondary. The District will be provided with a current insurance certificate at all times which indicates proof of the existence of the policy, showing the name of insured and additional named insureds, and also providing for a minimum sixty (60) day "Notice of Cancellation" clause.

III. GENERAL SPECIFICATIONS

1. Staff Considerations.

- a. The successful bidder shall obtain fingerprint-based criminal background investigations of any employees who are or will be performing work on school district property or in school district buildings in order to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS 5/10-21.9. Such criminal background checks will be performed at the successful bidder's expense. The successful bidder shall conduct a check of the Illinois Statewide Sex Offender Database as to all persons working on any School District property or buildings. Should any of the successful bidder's employees be identified as a sex offender, the successful bidder shall remove those persons from the work immediately. The costs related to such removal and substitution of personnel shall be borne solely by the successful bidder. By virtue of submitting a bid, each bidder acknowledges that, pursuant to the Illinois Criminal Code (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. The successful bidder shall ascertain that its employees are notified of this law and that said employees are directed to notify their employer if they have been charged with or convicted of a sex offense restricting their presence on school property. The successful bidder will then provide appropriate and immediate notification to the School District.

- b. The successful bidder is expected to interview all incumbent hourly staff who apply for a position and pass the background screening. Hourly employees that are hired during the transition period will be provided a 60-day probation period.
- c. The successful bidder is expected to provide wages consistent with the local market and comply with related labor laws.
- d. All incumbent staff hired by the successful bidder during the transition period will be offered health insurance benefits that are compliant with any government mandated healthcare program. This benefit program must be compliant with the Affordable Care Act. Please describe your company's healthcare plans, including overview of coverage and the amount of the employee contribution of all relevant plans. Healthcare coverage for the incumbent staff hired by the successful bidder during the transition period will begin immediately without a waiting period.
- e. The successful bidder will provide an effective method to capture the time worked by the hourly staff. Please describe your company's time tracking methodology.
- f. All employees assigned to the District must complete required training prior to beginning work. All employees must be engaged in an on-going safety training program. Please describe your company's safety training program.
- g. All employees assigned to the District must have appropriate license(s) and competencies prior to beginning work. All employees must be engaged in an on-going technical training program. Please describe your company's technical training program.

- h. The successful bidder will provide appropriate uniforms and personal protective equipment to all employees associated with the custodial services. Please describe the uniforms that should expect the hourly employees to be wearing.
- i. The successful bidder will provide on-site management of staff.

2. Mobile Communication Devices. The successful bidder will provide mobile phones to facilitate communication with the custodial personnel. The successful bidder will provide smartphones/tablets to facilitate communication with the maintenance technicians. The usage of these devices shall be used for the implementation of a computerized maintenance management system.

3. Computers and Office Equipment. The successful bidder will provide office equipment necessary to support the requirements of this agreement, including computers and printers (copier, fax, phones).

4. Quality Assurance / Quality Control. The successful bidder will provide a comprehensive Quality Assurance / Quality Control system and customer satisfaction surveys. Describe your company's program(s) for quality control and customer satisfaction surveys.

5. Reporting. The successful bidder will provide routine communication with the District. The successful bidder will provide monthly written reports noting: completed training, future objectives, challenges, quality assurance results and work order completion rates. Please provide a sample monthly report. The successful bidder will host quarterly meetings with the administration of the District to review accomplishments and establish future objectives. These quarterly meetings will be hosted by the bidder's regional manager and/or their superiors.

6. Office and Storage Accommodations. The District will provide adequate office, work and storage space to support the requirements of the agreement. Utilities, phone and internet services are included in this accommodation.

7. Sub-contracting. The agreement is not transferable or assignable by either party, but will inure to any successor district of the District or any successor entity to the successful bidder. All employees that are performing these services in the District must be directly employed by the successful bidder. Bidders shall disclose any intent to sub-contract any portion of the agreement in their bids. Any other sub-contractor that will be utilized for any of these services stated must be approved by a designee of the District. Rationale for utilizing a sub-contractor and related information should be stated in a prominent manner in the bid.

IV. CUSTODIAL OPERATIONS SPECIFICATIONS

1. Labor Specific to Custodial Operations. The successful bidder will provide on-site management personnel, on-site administrative personnel, and on-site custodial technicians sufficient enough to satisfy these specifications, including associated wages, taxes and benefits. Provide an anticipated staffing plan. Staff levels shall not be less than the minimum staffing levels specified as follows, for services Monday through Friday, excluding holidays:

- a. During the school year when the school buildings are open (i.e. student and/or staff attendance):
 - i. Three (3) full-time custodians on day shift (beginning before staff arrival, with times to be determined), one each for the three (3) school buildings, with one custodian who will also attend to the Administration Building;
 - ii. Eight (8) full-time custodians on night shift (to coincide with student dismissal, with times to be determined), to be distributed among the three (3) school buildings as appropriate; and
 - iii. One (1) full-time on-site management/administrative employee to supervise and monitor custodial services (with times to be determined overlapping both shifts).
- b. During the school year when the school buildings are not open to students but are open to administrators and other staff (i.e. fall, winter, spring breaks, etc.):
 - i. Eleven (11) full-time custodians, to be distributed among the three (3) school buildings as appropriate, with shift times to be determined; and
 - ii. One (1) full-time on-site management/administrative employee to supervise and monitor custodial services (with times to be determined).

c. During the summer break, including summer deep-cleaning and ordinary cleaning attendant to summer school and administrative operations:

- i. Eleven (11) full-time custodians, to be distributed among the three (3) school buildings as appropriate, with shift times to be determined; and
- ii. One (1) full-time on-site management/administrative employee to supervise and monitor custodial services (with times to be determined).

2. Materials. The District will provide all cleaning supplies and hand tools (cleaning chemicals, floor finishes, mops, buckets, brooms, brushes, rags, etc....) and is expected to provide all consumable products (paper towels, toilet tissue, trash bags and hand soaps). The successful bidder will provide appropriate uniforms and personal protective equipment to all employees associated with the custodial services.

3. Computerized Quality Assurance / Quality Control System. The successful bidder will provide a computerized Quality Assurance / Quality Control system and pay for all required software and licensing fees. The QA/QC system must be capable of generating effective efficiency reports. Provide sample reports with your bid. The QA/QC system shall support inspection data collection via smartphones and/or tablets.

4. Management of Energy Consumption. Lights should only be turned on in areas where cleaning is taking place and are to be turned off immediately after cleaning each room. Cleaning personnel are not to change or override established heating and cooling temperatures in schools.

5. Cleaning Frequencies by Area / Assignment.

a. Classrooms

Daily

- Empty wastebaskets and replace liners as needed
- Spot Clean desk tops (removal of graffiti)

- Clean and sanitize counters and sinks
- Dust mop all composition floors
- Mop all hard surface floors with all-purpose cleaner
- Vacuum all carpet
- Spot clean carpet as needed
- Vacuum walk-off mats
- Secure any exterior doors and windows and turn off lights before leaving room

Weekly

- Low dust all horizontal surfaces to hand height (60") including desks, chairs and tables
- Sweep baseboards
- Damp clean window ledges
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
- Clean all door glass
- High dust above hand height (60") horizontal surfaces, including shelves, pipes, moldings, etc. (reachable by 6 ft. ladder)
- Dust blinds

b. Offices

Daily (five days per week)

- Empty wastebaskets and replace liners (as needed)
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Dust telephones
- Clean all windows and glass partitions to hand height
- Clean desk tops
- Dust mop all hard surface floors (with chemically treated dust mop)
- Mop all hard surface floors with all-purpose cleaners
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings

Weekly

- Low dust all horizontal surfaces to hand height (60")
- Damp clean baseboards
- Damp clean window ledges
- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc. (reachable by 6 ft. ladder)
- Dust blinds

c. Teacher Work Area and Duplication Rooms

Daily (five days per week)

- Empty wastebaskets and replace liners (as needed)
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Dust telephones
- Clean all windows and glass partitions to hand height
- Damp clean counter tops
- Dust mop all hard surface floors
- Mop all hard surface floors with all-purpose cleaners
- Vacuum carpet
- Spot clean carpet to remove all stains, spills, and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings

Weekly

- Low dust all horizontal surfaces to hand height (60")
- Damp clean baseboards
- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc. (reachable by 6 ft. ladder)

d. Library

Daily (five days per week)

- Empty wastebaskets and replace liners (as needed)
- Dust furniture, including desks, chairs, tables, lamps, etc.

- Dust interior window ledges
- Clean all window glass and glass partitions to hand height
- Clean desk tops
- Dust mop all hard surface floors
- Mop all hard surface floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings

Weekly

- Replace all plastic liners in waste receptacles
- Low dust horizontal surfaces to hand height (60")
- Dust all book shelves (books to remain in place)
- Damp clean window ledges
- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc. (reachable by 6 ft. ladder)

e. Cafeteria & Kitchen Areas

Daily (five days per week)

- Floors swept and mopped, including under equipment and counters
- Available to clean spills as needed
- Clean floors and sanitize cafeteria tables in between lunch groups
- Bring dirty lunch trays to kitchen for cleaning
- Visible in cafeteria during lunch serving to sweep & mop up food and drink spills
- Garbage to be emptied in kitchen areas as needed throughout the day, with boxes broken down and brought to dumpster for recycling.
- Coolers and pantry mopped
- Hand sinks and floor sinks cleaned
- Paper towel and soap dispensers checked and filled daily

Weekly

- Wash out garbage cans in kitchen and cafeteria as needed

- High dust above hand height horizontal surfaces, including shelves, ceiling, moldings, pipes, ducts, heating outlets, etc.
- Other cleaning duties as may be assigned by Cafeteria Manager or Director of Buildings & Grounds as needed

f. Common Areas (Lobbies/Corridors/Stairs/Elevators)

Daily (five days per week)

- Clean interior glass partitions and doors
- Clean and sanitize water fountains
- Dust interior window ledges
- Dust mop all hard surface floors
- Mop all hard surface floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Clean under entrance mats daily, inside and out
- Sweep underneath stairs

Weekly

- Damp clean baseboards
- Damp clean window ledges
- Dust furniture and fixtures
- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc. (reachable by 6 ft. ladder)
- Clean all hall walls (more often if needed)

g. Restrooms/Dressing Rooms

Daily

- Check restrooms throughout the school day
- Empty wastebaskets/dispensers and replace liners
- Clean, sanitize, and polish all fixtures including toilet bowls, urinals and hand basins
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors

- Wash and sanitize exterior of containers
- Remove spots, stains and splashes from wall area and counter tops
- Clean metal partitions
- Sweep floors
- Mop floors with germicidal disinfectant at least daily
- Fill expendable supplies in restroom dispensers
- Wash and sanitize metal partitions
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railing, etc.

Weekly

- Low dust horizontal surfaces to hand height (60")
- Clean walls thoroughly with cleaning and sanitizing solution
- High dust above horizontal surfaces, including shelves, ceilings, moldings, ledges, pipes, ducts, heating outlets, etc. (reachable by 6 ft. ladder)
- Machine scrub floors with germicidal disinfectant

h. Multi-purpose/Gymnasium

Daily (Five days per week)

- Empty wastebaskets
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.
- Dust mop floors and/or vacuum all carpeted areas
- Spot mop composition floors
- Spot clean carpeted areas and remove any stains, spills or soiled spots

Weekly

- Replace all plastic can liners in waste receptacles
- Low dust horizontal surfaces to hand height (60")
- Sweep baseboards
- Clean bleachers, remove all trash, sweep, and clean floor underneath

Annually

- High dust above hand height (60") all horizontal surfaces including

- shelves and molding
 - Scrub composition floors as needed
- i. Grounds Maintenance immediately surrounding the building (within 15 feet)
- Daily (Five days per week)
- Remove trash and debris around entrances
 - Empty trash containers
- j. Day custodian duties
- Daily (Five days per week)
- Monitor all restrooms after each class break-mop floor, spot clean sinks, vanities, counter tops, mirrors, floors, and walls, pick up paper and flush commodes and urinals, and take out trash
 - Pick up trash outside of building at least one (1) time per day
 - Change light bulbs and tubes (reachable by 6 ft. ladder)
 - Clean and mop any accident that may occur during the day
 - Respond to clean up request by Building Engineer or Principal
 - Clean electrical rooms and storage closets
 - Set up and break down cafeteria areas
- k. Special Events (Athletic events, Theater productions, Concerts, PTA Meetings, Board Meetings, etc.): Check and maintain cleanliness as needed.
- l. All hard surface floors are to be stripped and waxed three times per year. Times per year is defined as summer, winter and spring break per District instructions.
- m. The successful bidder shall provide one full time day custodian to assist in daily set up and cleaning of Lincoln, Todd and Rutledge Halls.
- n. Any other duties as requested by the building engineers.

V. SUMMER DEEP-CLEANING SPECIFICATIONS

1. During the summer break, the successful bidder will provide on-site management personnel, on-site administrative personnel, and on-site custodial technicians sufficient enough to perform a deep cleaning of all hallways, classrooms, gymnasiums, and other areas in the school district, as well as other services as required above. The summer deep cleaning activities will include, but not be limited to, the following:

- Move out furniture in each classroom
- Clean and disinfect all furniture
- Wash and disinfect all horizontal and vertical surfaces
- Clean out and wash all lockers
- Strip and resurface all classroom tile floors
- Replace all furniture in each room
- Clean all windows, interior and exterior
- Dust bleachers and all surfaces in gymnasiums
- Clean all walls, tables, and chairs in all cafeterias
- Strip and resurface tile floors in all cafeterias
- Extract all carpets
- Clean all surfaces in all stairwells
- Strip and resurface all hallway tile floors

2. The above deep-cleaning activities shall be in addition to customary cleaning activities for classrooms and office spaces, restrooms, and common areas that remain open and in use by District staff during the summer break, including summer school operations.

VI. BUILDING LIST

1. All district buildings are located on the same campus in Lincolnwood, Illinois 60712. All square footages and enrollments are approximate.

2. Marvin Garlich Administration Building, 6950 N. East Prairie Rd., is a two-story 10,000 sq. ft. building containing 12 offices, 7 washrooms, 2 conference rooms, a staff lounge, multiple open office spaces, and associated copy, storage, and common areas.

3. Lincoln Hall Middle School, 6855 N. Crawford Ave., is a three-story, 145,000 sq. ft. building serving 400 students in grades six through eight. It contains 43 classrooms (including STEM and non-traditional classroom spaces), 17 washrooms, a full kitchen, a cafeteria, a gymnasium, an auditorium, music areas for orchestra, band, and choral instruction, a staff lounge, offices, and associated copy, storage, and common areas.

4. Rutledge Hall School, 6850 N. East Prairie Rd., is a two-story, 60,000 sq. ft. building serving 400 students in grades three through five. It contains 35 classrooms, 12 washrooms, a small kitchen, a multi-purpose cafeteria/gymnasium, a staff lounge, offices, and associated copy, storage, and common areas.

5. Todd Hall School, 3925 W. Lunt Ave., is a one-story, 60,000 sq. ft. building serving 400 students in pre-kindergarten through grade two. It contains 35 classrooms, 24 washrooms, a small kitchen, a multi-purpose cafeteria/gymnasium, a staff lounge, offices, and associated copy, storage, and common areas.

EXHIBIT A – BID FORM

Lincolnwood School District No. 74
CUSTODIAL SERVICES BID 2019

After having read all the Specifications and instructions for bidders and understanding the same, I hereby submit the following bid for the custodial services needs of Lincolnwood School District No. 74 in accordance with said Specifications:

Total Annual Cost for Scope of Services, 2019-2020: \$ 415,459.45

Hourly rates for work requested by the District which is beyond the scope of services, 2019-2020:

- Maintenance \$ 41.67 /hour
- Custodial \$ 30.00 /hour
- Grounds \$ 30.00 /hour

I acknowledge that these bid prices are calculated including all costs of employee wages and benefits, liability and workers' compensation insurance, uniforms, personal protective equipment, mobile communication devices, QA/QC system, and reporting, all as described in the Specifications. In successive years, the annual cost and hourly rates stated above may be eligible for an inflationary price adjustment based upon the most recently available Consumer Price Index for all Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, not to exceed five percent (5%) per year, or shall remain unchanged in the event of a flat or negative CPI-U. Should I be awarded the contract, I acknowledge that any resulting agreement shall be substantially in accordance with the Specifications and subject to approval by the legal counsel for the School District. The term of the agreement shall commence August 1, 2019, for a three-year initial term with options to renew for two additional one-year periods by mutual agreement of the parties.



5/06/2019

SIGNED

DATE

Kurt Kuempel
PRINT NAME OF SIGNATORY

General Manager
PRINT TITLE OF SIGNATORY

GSF USA, INC.

35-1734232

COMPANY NAME

FEIN

2200 E. Devon Ave., Suite 283

847.913.0085

ADDRESS

PHONE

Des Plaines, IL 60018

847.913.2018

CITY STATE ZIP

FAX

EXHIBIT A – BID FORM

Include with this bid form and certifications the following items:

- i. Five (5) Illinois references, at least three (3) of which must be schools;
- ii. Detailed information of your company's background, including regional/national information and organizational chart;
- iii. Narrative regarding organized labor experience and copies of any applicable collective bargaining agreements;
- iv. Most recent three (3) years of certified audited financial statements;
- v. Statement regarding whether your company has ever sought bankruptcy protection and, if so, when and the result thereof;
- vi. Sample certificate of insurance;
- vii. Description of current wages and employee benefits;
- viii. Description of time tracking methodology;
- ix. Description of safety, licensure, and technical training programs;
- x. Description of uniforms, personal protective equipment, and mobile communication devices to be provided to assigned employees;
- xi. Description of Quality Assurance / Quality Control system and Reporting system, including coordination with smartphones/tablets, data collection, and sample reports; and
- xii. Anticipated staffing plan.

Bids are due on Tuesday, May 7, 2019, at 1:00 p.m. and are to be submitted in duplicate in a sealed envelope bearing the bidder's name and address, and marked "CUSTODIAL SERVICES BID FOR SCHOOL DISTRICT NO. 74" to the following address:

ATTN: Ms. Courtney Whited, Business Manager
Lincolnwood School District No. 74
Administration Building
6950 N. East Prairie Rd.
Lincolnwood IL 60712

EXHIBIT A – BID FORM

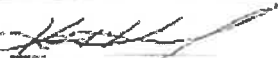
THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74 RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR PARTS THEREOF WHICH ARE SEVERABLE AND RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR TECHNICAL DEFECTS IN BIDS OR THE BIDDING PROCESS AS WILL SERVE THE BEST INTERESTS OF THE DISTRICT.

CERTIFICATIONS

The undersigned hereby affirms that:

- * He/She is a duly authorized agent of the vendor.
- * He/She has read and agrees to the request for bids.

I certify that I am submitting the foregoing as my firm's bid. I understand by virtue of executing and returning with this bid this required response form, I further certify full, complete, and unconditional acceptance of the contents of this request for bids.

Print Name: Kurt Kuempel Title: General Manager
Company Name: GSF USA, INC.
Address: 2200 E. Devon Ave., Suite 283
City State ZIP: Des Plaines, Il. 60018 Telephone: 847.913.0085
Fax: 847.913.2018 E-Mail: kkuempel@gsf-usa.com
Signature:  Date: 5/06/2019

COLLECTIVE BARGAINING

The undersigned hereby certifies that SOME OR ALL / NONE (check one) of my firm's employees are represented by an exclusive bargaining representative recognized and certified by a labor relations board. I certify that I have provided copies of all collective bargaining agreements that my firm is subject to. I further certify that I have disclosed information on all petitions for certification, decertification, or any other action pertaining to collective bargaining that are presently outstanding but have not yet resulted in a signed collective bargaining agreement.

Signature:  Date: 5/06/2019

EXHIBIT A – BID FORM

ANTI-COLLUSION CERTIFICATION OF COMPLIANCE

Kurt Kempel, being first duly sworn, deposes and says:
(print name)

that he/she is General Manager of GSP USA, INC.
(owner, president, partner, etc.) (name of company)

the party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

Signature:  Date: 5/06/2019

CERTIFICATE OF ELIGIBILITY TO BID

GSP USA, INC. (bidder), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961, as amended, hereby certifies that neither he/she/its partners, officers, or owners of his/her/its business have been convicted in the past five (5) years of the offenses of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961, as amended, and that neither he/she/its business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended.

Signature:  Date: 5/06/2019

EXHIBIT A – BID FORM

SEXUAL HARASSMENT

The undersigned hereby certifies that my firm has complied with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), as amended, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract. The Board of Education states that it is in compliance with said law

Signature: _____

Date: 5/06/2019

HOLD HARMLESS AGREEMENT

The bidder hereby agrees to indemnify, defend and hold harmless the Board of Education of the School District, its individual board members, officers, employees, agents, volunteers, successors, and assigns (collectively, the "Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the successful bidder, its employees, agents, assigns, or subcontractors; and/or (2) any breach by the successful bidder of the terms of the agreement entered into as a result of the bid.

Further, the bidder agrees to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on school district property, and waive any limitation of liability defense based on the Workers' Compensation Act against claims by the Board of Education for indemnification or contribution, and further agree to indemnify and defend the Indemnitees from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for bidder's own negligence.

For: GSF USA, INC.
(company name)

By: _____
(signature)

Its: General Manager
(owner, president, partner, etc.)

Date: 5/06/2019

ATTEST: Daisy Carvajal
(witness signature)

By: Daisy Carvajal HR
(witness name/title)

EXHIBIT A – BID FORM

DRUG FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1 *et seq.* ("Drug Free Workplace Act"), the undersigned certifies to the Board of Education it will provide a drug-free workplace by:

1. Publishing a statement: A. notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace; B. specifying actions that will be taken against employees for violations of this prohibition; C. notifying employees that, as a condition of employment on this contract, employees will: 1. abide by the terms of the statement, 2. notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.

2. Establishing a drug-free awareness program to inform employees about: A. the dangers of drug abuse in the workplace; B. the Contractor's policy of maintaining a drug-free workplace; C. available drug counseling, rehabilitation, and employee assistance programs; D. penalties that may be imposed upon employees for drug violations.

3. Making it a requirement to give a copy of the statement in subsection "1" to each employee engaged in performance of the contract, and posting it in a prominent workplace location.

4. Notifying the District within ten days after receiving notice in subsection "1", paragraph "C", part "2", from an employee, or otherwise receiving actual notice of such conviction.

5. Imposing a sanction or requiring participation by a convicted employee, in a drug abuse rehabilitation program, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and/or rehabilitation is required, and indicating that a trained referral team is in place.

7. Making a good-faith effort to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.

Failure to abide by this Drug Free Workplace Certification will subject the contractor to penalties set forth in Sections 6, 7, and 8 of the Drug Free Workplace Act.

For: GSP USA, INC.
(company name)

By: 
(signature)

Its: General Manager
(owner, president, partner, etc.)

Date: 5/06/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2018

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

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

PRODUCER AssuredPartners of Indiana, LLC 10401 N. Meridian #300 Indianapolis, IN 46290 INSURED G.S.P. USA, Inc. 2701 Fortune Circle E, Suite D Indianapolis, IN 46241	1-317-844-7759 CONTACT NAME: Estella Simpson PHONE (A/C, No, Ext): E-MAIL ADDRESS: esimpson@assuredptrin.com INSURER(S) AFFORDING COVERAGE INSURER A: WESTFIELD INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 24112
---	---	--

COVERAGES **CERTIFICATE NUMBER:** 54640746 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR		CM5567475	12/01/18	12/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPOUND AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO X IOC OTHER					
	VEHICLE LIABILITY		CM5567475	12/01/18	12/01/19	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED SCHEDULED AUTOS X AUTOS ONLY X NON-OWNED X HIRED X AUTOS ONLY					
A X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS MADE		CM5567475	12/01/18	12/01/19	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N R N/A	WCP5567889	12/01/18	12/01/19	X PER STATUTE ON E1 EACH ACCIDENT \$ 1,000,000 E2 DISEASE - EMPLOYEE \$ 1,000,000 E3 DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



10401 N. Meridian St., Suite 300
Indianapolis, IN 46290
Phone: 317-844-7759
Fax: 317-815-6036 or Fax 317-844-9910

IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:
ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:
AssuredPartners of Indiana, LLC has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide AssuredPartners of Indiana, LLC with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by AssuredPartners of Indiana, LLC should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

AssuredPartners of Indiana, LLC has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD forms & Policy Cancellation Requirements

Effective September 2009, ACORD revised the ACORD 25 Certificate of Insurance and the Acord 27 & 28 Evidence of Property forms, the major change being removal of the cancellation notice provision. Per our contract with ACORD, we are not able to alter pre-existing wording on the current form, nor are we able to complete a proprietary form you provide:

- Per Indiana House Enrolled Act 1322, effective July 1, 2013,
Sec.13. (a) A person is not entitled to notice of:
 - (1) cancellation of
 - (2) non-renewal of; or
 - (3) a material change in;**a policy of property or casualty insurance unless the person has notice rights under the terms of the policy of property or casualty insurance or an endorsement to the policy.**

Violation of this statute is considered an unfair and deceptive act or practice under Indiana Law and if an agent is found to be in violation, they can possibly lose their license, and an insured or customer can possibly be fined.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request



**GSF USA, INC.
CLEANING AGREEMENT**

This Agreement between GSF USA, INC., Illinois (*Contractor*) and LINCOLWOOD SCHOOL DISTRICT 74 (*Customer*) for and in consideration and covenants contained herein it is agreed as follows: This

Agreement is made this 31st day of May 2019, by and between *Contractor* and *Customer*.

WORK TO BE PERFORMED

Customer and *Contractor* agree that *Contractor* shall perform the Custodial Services for LINCOLWOOD SCHOOL DISTRICT 74. Custodial services will be required at three (3) school buildings and one (1) administrative center, all located on a single campus in the Village of Lincolnwood, The School District will supply all necessary equipment, cleaning supplies, hand tools, and consumable products. This Work is to be authorized in advance by Owner's Administrative representatives. The bid package for "LINCOLWOOD SCHOOL DISTRICT 74 CUSTODIAL SERVICES BID 2019" shall be made a part of this Agreement and incorporated herein, and shall define the scope of this Work, as well as all insurance, liability, and indemnification requirements and other general specifications.

DATE WORK TO START AND DATE WORK TO BE COMPLETED

Date Work to Start: August 1, 2019
Date Work to End: July 31, 2022 with an option to renew for two additional one-year periods.

PRICE

The Annual Cost for Service 2019-2020 will be \$415,459.45 (four hundred fifteen thousand four hundred fifty-nine dollars and forty-five cents).
Hourly rates for work requested by the District which is beyond the scope of service 2019-2020:
Maintenance: \$41.67/Hour
Custodial: \$30/Hour
Grounds: \$30/Hour
In successive years, the annual cost and hourly rates stated above may be eligible for an inflationary price adjustment based upon the most recently available Consumer Price Index for all Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, not to exceed 5% per year, or shall remain unchanged in the event of a flat or negative CPI-U.

IN WITNESS WHEREOF, the parties have executed this *Agreement* as of the date and year first above written.

GSF USA, INC.

By: 
Kurt Kuempel
General Manager

LINCOLNWOOD SCHOOL DISTRICT 74

By: 
Scott Anderson
SD74 Board President



Executive Summary Board of Education Meeting

DATE: May 4, 2021

TOPIC: GSF USA, Inc. Cleaning Services 2021-22

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The Board approves all contracts and expenditures over \$10,000. GSF USA has provided outstanding custodial services ever since the initial term of the contract in 2019-20. Their team has continued to perform at a high standard throughout the last year when the Pandemic developed. The annual amount for cleaning services from August 1, 2021 through July 31, 2022 is based on a 2.5% increase over the prior year. Legal Counsel reviewed the amendment, performed a revision, and GSF USA signed off on this final version.

Changes did not materially affect the substance of the Agreement. They can be summarized as follows:

- Removed the references to a "Master Services Agreement" or "Amendment #1". The first two years were presented essentially as standalone Individual Agreements, both of which incorporated the original bid for purposes of specifications.
- Included the dates of the first two documents and left the language in place to treat all of these as essentially one continuous "Agreement," however.
- Changed the date of this document to the May Board meeting.
- Added a new Section C which incorporates the prior bid package and its terms on scope, insurance, liability, indemnification, etc. This language appeared in both of the prior documents as well.

GSF also provided a 2021-22 contract plus an additional two-year extension for informational purposes only.

Fiscal Impact:

\$435,640.39 *36,303.37 monthly*

Recommendation:

The Finance Committee concurs to recommend to the Board of Education to accept the amendment as presented for GSF USA, Inc. custodial services in the amount of \$435,640.39 to begin August 1, 2021 and end July 31, 2022.



AMENDMENT TO AGREEMENT

This Amendment dated May 4, 2021 and effective August 1, 2021 is entered into by and between GSF USA, Inc. ("Contractor"), and Board of Education of LINCOLNWOOD SCHOOL DISTRICT 74, on behalf of itself and for the benefit of its Affiliates (collectively "Company") and amends that certain Agreement, dated May 30, 2019, and previously amended May 5, 2020, by and between Company and Contractor (collectively, the "Agreement"). All terms capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Agreement.

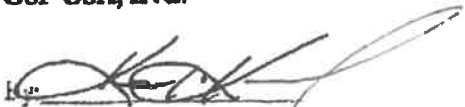
The following recitals sets forth the basis of this Amendment and are made a part hereof:

RECITALS:


- A. Pricing: The parties agree to a 2.5% increase and that the annual contract price will be four hundred thirty-five thousand six hundred forty dollars and 39/100 (\$435,640.39) for the August 1, 2021 - July 31, 2022 of the Renewal Term, payable in twelve (12) monthly installments during the Renewal Term
- B. Hourly rates for work requested by the District which is beyond the scope of service 2021-2022:
 - a. Maintenance: \$42.71/Hour
 - b. Custodial: \$32.30/Hour
 - c. Grounds: \$32.30/Hour
- C. The bid package for "LINCOLNWOOD SCHOOL DISTRICT 74 CUSTODIAL SERVICES BID 2019" shall continue to be made a part of this Agreement and incorporated herein, and shall continue to define the scope of this Work, as well as all insurance, liability, and indemnification requirements and other general specifications.
- D. No Other Amendments. Except as expressly amended herein, the Agreement which has not expired or been terminated prior to the date hereof, shall continue in full force and effect, in accordance with its terms, without any waiver, amendment or other modification of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT as of the date and year first above written.

GSF USA, INC.


Kurt A. Kuempel, General Manager

Board of Education of LINCOLNWOOD SCHOOL DISTRICT 74

By: 



Information Only

AMENDMENT #1 TO MASTER SERVICES AGREEMENT

This Amendment #1 dated March 29, 2021 and effective August 1, 2021 is entered into by and between GSF USA, Inc. ("Contractor"), and Board of Education of LINCOLNWOOD SCHOOL DISTRICT 74, on behalf of itself and for the benefit of its Affiliates (collectively "Company") and amends that certain Master Services Agreement, dated May 5, 2019, by and between Company and Contractor ("Agreement"). All terms capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Agreement.

The following recitals sets forth the basis of this Amendment and are made a part hereof:

RECITALS:

A. Pricing: The parties agree to a

Year 1: 2.5% increase for the August 1, 2021 - July 31, 2022 of the Renewal Term and that the annual contract price will be four hundred thirty-five thousand six hundred forty dollars and 39/100 (\$435,640.39), payable in twelve (12) monthly installments during the Renewal Term.

Year 2: 5.5% increase for the August 1, 2022 - July 31, 2023 of the Renewal Term and that the annual contract price will be four hundred fifty-nine thousand six hundred dollars and 61/100 (\$459,600.61), payable in twelve (12) monthly installments during the Renewal Term.

Year 3: 5.5% increase for the August 1, 2023 - July 31, 2024 of the Renewal Term and that the annual contract price will be four hundred eighty-four thousand eight hundred seventy-eight dollars and 65/100 (\$484,878.65), payable in twelve (12) monthly installments during the Renewal Term.



Information Only

Illinois Minimum Wage Law					
1.1.2020	6.1.2020	1.1.2021	1.1.2022	1.1.2023	1.1.2024
\$9.25	\$10.00	\$11.00	\$12.00	\$13.00	\$14.00
Cook County Minimum Wage Law					
7.1.2020	7.1.2021	7.1.2022	1.1.2023	1.1.2024	
\$13.00	\$14.00	TBD	TBD	TBD	
Chicago Minimum Wage Law					
7.1.2020	7.1.2021	7.1.2022	1.1.2023	1.1.2024	
\$14.00	\$15.00	TBD	TBD	TBD	

B.
No Other

	School District Year- Current Situation				
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Porters (4)	\$13.00	\$13.30	\$13.63	\$14.38	\$15.17
Light Custodian (9)	\$12.00	\$12.28	\$12.58	\$13.27	\$14.01
Manager (1)	\$22.00	\$22.51	\$23.07	\$24.34	\$25.68
Percentage Increase	N/A	2.30%	2.50%	5.50%	5.50%
Total Contract \$ & Projected	\$415,459.45	\$425,015.02	\$435,640.39	\$459,600.61	\$484,878.65

Hourly rates for work requested by the District which is beyond the scope of service

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Maintenance	\$ 41.67	\$ 41.67	\$ 42.71	45.06	47.54
Custodial	\$ 30.00	\$ 30.70	\$ 32.30	34.08	35.95
Hand	\$ 30.00	\$ 30.70	\$ 32.30	34.08	35.95

Amendments. Except as expressly amended herein, the Agreement which has not expired or been terminated prior to the date hereof, shall continue in full force and effect, in accordance with its terms, without any waiver, amendment or other modification of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #1 as of the date and year first above written.

GSF USA, INC.

Board of Education of LINCOLNWOOD
SCHOOL DISTRICT 74

By: _____
Kurt A. Kuempel, General Manager

By: Information



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2021

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

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

PRODUCER AssuredPartners of Indiana, LLC 10401 N. Meridian #300 Indianapolis, IN 46290	1-317-844-7759	CONTACT NAME: Kelsey Davis PHONE (A/C No. Ext): E-MAIL ADDRESS: kelsey.davis@assuredpartners.com	FAX (A/C No.): 317-844-9910
INSURED G.S.P. USA, Inc. 2701 Fortune Circle E, Suite D Indianapolis, IN 46241	INSURER(S) AFFORDING COVERAGE INSURER A: AMERISURE MUT INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 23396

COVERAGES

CERTIFICATE NUMBER: 63857854

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		CPP21133600201	12/01/21	12/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA21133590202	12/01/21	12/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU21133620202	12/01/21	12/01/22	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC21133630201	12/01/21	12/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74 AND ANY OTHER CONTRACTUALLY REQUIRED ENTITIES ARE ADDITIONAL INSURED ON A PRIMARY NON-CONTRIBUTORY BASIS FOR GENERAL LIABILITY, BUT ONLY WHERE REQUIRED BY WRITTEN CONTRACT, AND WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER**CANCELLATION**

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74 950 NORTH EAST PRAIRIE ROAD LINCOLNWOOD, IL 60712 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 206
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



10401 N. Meridian St., Suite 300
Indianapolis, IN 46290
Phone: 317-844-7759
Fax: 317-815-6036 or Fax 317-844-9910

IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:

AssuredPartners of Indiana, LLC has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide AssuredPartners of Indiana, LLC with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by AssuredPartners of Indiana, LLC should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

AssuredPartners of Indiana, LLC has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD forms & Policy Cancellation Requirements

Effective September 2009, ACORD revised the ACORD 25 Certificate of Insurance and the Acord 27 & 28 Evidence of Property forms, the major change being removal of the cancellation notice provision. Per our contract with ACORD, we are not able to alter pre-existing wording on the current form, nor are we able to complete a proprietary form you provide:

• Per Indiana House Enrolled Act 1322, effective July 1, 2013,

Sec.13. (a) A person is not entitled to notice of:

(1) cancellation of

(2) non-renewal of; or

(3) a material change in;

a policy of property or casualty insurance unless the person has notice rights under the terms of the policy of property or casualty insurance or an endorsement to the policy.

Violation of this statute is considered an unfair and deceptive act or practice under Indiana Law and if an agent is found to be in violation, they can possibly lose their license, and an insured or customer can possibly be fined.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.



Executive Summary Finance Committee Meeting

DATE: March 23, 2023

TOPIC: Beyond Green Partners Contract for Food Service Assessment Proposal

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The most recent assessment of SD74's Food Service Program took place in 2015 during the Lincoln Hall renovations & additions planning phase. Similar to the District's curriculum adoption cycle, the Administration Team is recommending a review of the Food Service Program to be guided by Beyond Green Partners (BGP), a Chicago-based team of food service experts. BGP will provide thorough assessments and a strategy plan for how SD74 can improve operations & efficiencies from purchasing to preparation, service and clean up. The District's legal counselor reviewed this proposal and stated the contract is acceptable because their service agreement does not contain anything problematic regarding liability, insurance, or arbitration/venue for dispute resolutions. BGP is located in Chicago, which would make Cook County Circuit Court the venue if any legal issues were to arise.

Fiscal Impact:

\$7,000

Recommendation:

The Finance Committee concurs with the Administration to recommend to the Board of Education to approve this proposal in the amount of \$7,000 from Beyond Green Partners for food service consultation including assessments and a strategy plan to be delivered on or before December 31, 2023.



LINCOLNWOOD SCHOOL DISTRICT 74 FOODSERVICE ASSESSMENT PROPOSAL

Prepared for: Courtney Whited, Business Manager/CSBO
Dr. David Russo, Superintendent

Submit date: February 3, 2023

Proposed
Assessment date: February 27, 2023

Submitted by:

Beyond Green Sustainable Food Partners

1640 W. Hubbard St. Suite G

Chicago, IL 60622

P: 312-275-6801

E: greg@beyondgreenpartners.com

ASSESSMENT OVERVIEW

Beyond Green Sustainable Food Partners (Beyond Green Partners) collaborates with institutions to train existing cooks to make food from scratch with locally sourced ingredients using money and time that already exist in the system. We utilize waste reduction strategies and implement efficient kitchen systems to purchase higher quality food with no additional overall program costs. To rebuild palates for healthy food we focus on making fabulous food and integrating food system education into the program. To lead institutions through systems change we listen to the stakeholders and train on leadership development.

Assessments offer individual schools and school districts a new lens from which to see current operations. The process gives you a different vantage point to identify innovative solutions for old problems. Sometimes it takes a different voice to make ideas click into place and see the way forward.

During an assessment, we review operational processes, procedures, and systems. Additionally, we ask questions to uncover the thoughts and dreams of your stakeholder groups. With several decades of kitchen experience spent studying efficiencies and whole system operations, we can quickly identify the gaps in your current system and uncover inefficiencies where costs can be reduced and quality improved.

A paradigm shift in school food is upon us. Research has shown that high-level learning requires proper nutrition. Given that schools serve meals to students each day, there is significant opportunity to positively affect students' well-being for lifelong success. We want to support your efforts by shining a light on your cafeteria program for new ways of educational leadership to emerge. For Lincolnwood School District 74 we propose a one-day consultation consisting of an assessment and a strategy and planning session as follows:

Assessment

Beyond Green Partners visits the kitchens and cafeterias to observe the preparation, service, and clean-up process and investigate opportunities for increasing meal consumption among students. We also assess the facilities including equipment and storage space. In addition to observation time, we meet with stakeholders and staff to formulate a complete picture that includes multiple perspectives, as well as engage your students in the process.

Strategy and Planning

Beyond Green Partners meets with leadership and select stakeholders as determined by the District for a Strategy and Planning Meeting. We guide you through high-level planning to lay out a strategy for moving towards scratch-cooking local and fresh foods that kids will eat and staff can make based on our observations from the assessment. We share our initial findings and suggestions for next steps with or without the involvement of Beyond Green Partners. If desired, Beyond Green Partners offers recommendations on who to include in this planning session.

GOALS, DELIVERABLES, AND SUCCESS CRITERIA

Beyond Green Partners conducts assessment activities in advance of our visit and during our visit to evaluate opportunities for improving the sustainability and quality of your foodservice operation. The necessary pre-visit data and visit activities are outlined in the *Assessment Plan* section below. The following chart outlines the outcomes of our promises:

Goal	Deliverable(s)	Success Criteria
1. Assess current operations on paper (in advance and on-site)	Assessment Report including the qualitative and quantitative data received from Lincolnwood School District 74, and experienced opinions on current operations including what options you have to improve the food at no additional costs	Client satisfaction in understanding the current reality of foodservice operations through the eyes of a third party
2. Assess current operations in person (on-site)	Assessment Report including the qualitative and quantitative data received from Lincolnwood School District 74, and experienced opinions on current operations including what options you have to improve the food at no additional costs	Client satisfaction in understanding the current reality of foodservice operations through the eyes of a third party
3. Create high-level strategy plan	Written plan capturing Strategy and Planning Meeting discussion	High-level plan for moving forward agreed upon by the leadership team

ASSESSMENT PLAN

Beyond Green Partners assesses current operations within a kitchen and all connected systems, from purchasing to waste management to customer satisfaction. We identify areas in the current operation where sustainability and quality processes can be improved, and costs can be reduced. In addition to reviewing metrics such as purchasing and waste, Beyond Green Partners analyzes current skills and procedures within the kitchen and service areas.

Our assessment also gauges stakeholder buy-in and interest in advancing to an implementation phase with Beyond Green Partners. Collaboration is key to the success of a project and the long-term sustainability of a high-quality foodservice program, so we seek out partners with strong leadership and accountability to work together toward a shared vision.

1. Goal: Assess current operations on paper

The quantitative data requested below helps paints a more complete picture of the current operations. The information shows where the path starts to determine a plan that will ultimately lead to you achieving your goals.

Task	Timeline		
Assigned to (LSD74) or (BGP)	2 weeks prior to On-Site Visit	During On-Site Visit	1 week after On-Site Visit
<p>(LSD74) Lincolnwood School District submits written program information for one full month (within the last six months with no break) to include as much as is available from the following list:</p> <ul style="list-style-type: none"> • Invoices of all foodservice purchases for the designated month, i.e. copies of the actual receipts and invoices • Menu (ensuring that the menu month corresponds to submitted invoices) • P&L (or document approximating P&L) • Food and labor costs, including benefits, for the designated month • Utilities for the cafeteria and kitchen that are paid for under the foodservice budget (if not broken out in the P&L) • Budget for current or previous year • Surveys - relevant to the cafeteria or wellness - that have been conducted along with the results • Goals for foodservice program • Strategic plan for foodservice program • Wellness plan or operating principles (or any larger plan or vision for the foodservice program) • Job descriptions and organizational charts for kitchen staff as well as cafeteria custodians/janitors 			
<p>(BGP) Beyond Green Partners reviews data</p>			
<p>(BGP) Beyond Green Partners writes and delivers an Assessment Report that includes analysis of submitted data</p>			

2. Goal: Assess current operations in person

Task	Timeline		
Assigned to (LSD74) or (BGP)	2 weeks prior to On-Site Visit	During On-Site Visit	1 week after On-Site Visit
<p>(LSD74) Lincolnwood School District to schedule meetings with key stakeholders for the day of the on-site assessment (meetings can be with individuals and/or groups). Suggested stakeholders include:</p> <ul style="list-style-type: none"> • Students (.5 hour) • Kitchen staff (1 hour) • Operations/Custodial staff (.5 hour) • Union and HR (.5 hour) • School administrators (1 hour) • Parents (.5 hour) • Teachers (.5 hour) • Board members (.5 hour) • Community members (.5 hour) • Leadership and select stakeholders for Strategy & Planning Meeting (1 hour) 			
<p>(BGP) Beyond Green Partners leads scheduled stakeholder meetings asking participants to discuss current operations and dreams for future operations</p>			
<p>(BGP) Beyond Green Partners observes meal preparation, service, and clean-up</p>			
<p>(BGP) Beyond Green Partners reviews equipment for a scratch-cooked menu</p>			
<p>(BGP) Beyond Green Partners reviews operating processes with Foodservice Director at a high level (1 hour):</p> <ul style="list-style-type: none"> • Purchasing/Ordering • Receiving • Storage • Inventory • Waste Management 			
<p>(BGP) Beyond Green Partners writes and delivers an Assessment Report that includes information gained during stakeholder discussions</p>			

3. Goal: Create high-level strategy

Task	Timeline		
Assigned to (LSD74) or (BGP)	2 weeks prior to On-Site Visit	During On-Site Visit	1 week after On-Site Visit
(LSD74) Lincolnwood School District selects a leadership team and stakeholders to participate in the Strategy and Planning Meeting , schedules the meeting			
(BGP) Beyond Green Partners leads the Strategy and Planning Meeting discussion to establish an agreed-upon strategy			
(BGP) Beyond Green Partners provides a written document outlining the strategy established			

COST STRUCTURE

Need/Investment	Cost
Professional Fee	\$7,000
Total	\$7,000

Professional fee includes:

- One day of on-site analysis and meetings with Chef Greg Christian
- Data Review
- Assessment Report
- Guide for Strategy Planning

Service Agreement

This Service Agreement (“Agreement”) is effective as of the April 6, 2023, by and between **Lincolnwood School District 74**, 6950 N. East Prairie Road, Lincolnwood, IL 60712 (“Client”) and Beyond Green Partners, Inc., with a place of business at 1640 W Hubbard St, Suite G, Chicago, Illinois 60622 (“Consultant”). Client and Consultant are collectively referred to as “the parties.”

Recitals

- A. Client is a one-campus school district in Lincolnwood, Illinois.
- B. Consultant is an Illinois based company committed to creating positive outcomes for people, planet, and profit through change in institutional kitchens by working with clients to design, implement, and monitor sustainable strategies.
- C. Client wishes to procure the services of Consultant to conduct an on-site assessment and planning meeting, and provide a report outlining the observations and recommendations.

Agreement

The parties agree as follows:

Section 1. Schedule. Exact dates to be determined for on-site visits.

Section 2. Compensation. Client shall compensate Consultant the fees as outlined in the Cost Structure. Fees will be invoiced upon receipt of signed contract due within 30 days of invoice date.

This fee considers only what is detailed in this proposal. If the scope of services detailed in that section materially changes, Consultant will advise Client and an additional or modified scope of work will be identified and billed on an hourly basis at the following rates:

Senior Consultant	\$225/hr
Data Manager	\$105/hr
Chef Trainer	\$105/hr

Section 3. Scope of Services. Consultant shall provide consulting services as outlined in this proposal.

Section 4. Proprietary Information.

1. Consultant documents and materials provided to Client that Consultant communicates to Client in writing as constituting proprietary information shall remain the intellectual property of Consultant and will not be disseminated by Client without the prior written approval and consent of Consultant.
2. Consultant shall not disseminate the intellectual property of Client without the prior written approval and consent of Client.

Section 5. Publicity. Consultant must first seek and obtain the approval of Client prior to the public dissemination of any information related to Client or the Agreement between Client and Consultant. The

failure of Consultant to obtain approval prior to public dissemination of any information related to Client shall be remedied in the following manner: 1) At the request of Client, Consultant shall make best efforts to recover and destroy any publication materials distributed and prevent further publication of the information distributed without approval, 2) At the request of Client, terminate this contract. Client's request of the remedies available under this section shall not waive any right or remedy available to Client by law.

Section 6. Amendments. Any amendments to this Agreement must be in writing, signed by each party.

Section 7. General Agreement Terms

1. Consultant shall not be held accountable for impossibility in executing this scope of services determined by lack of collaboration of Client's foodservice provider or food service provider's noncompliance with its contract with Client.
2. No provision of this Agreement shall be assigned or subcontracted without prior written consent of the other party.
3. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by Client and Consultant.
4. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
5. The headings and section titles in the Contract shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof.
6. Any notices required to be sent hereunder shall be sent to the respective parties at the following addresses:

If to Beyond Green:
Beyond Green Partners
1640 W Hubbard St, Suite G
Chicago, IL 60622

If to Client:
Lincolnwood School District 74
6950 N. East Prairie Road
Lincolnwood, IL 60712

Section 8. Confidential Information. “Confidential Information” means all information concerning the business and affairs of Consultant, including, but not limited to, any and all proprietary information, trade secrets, product specifications, data, know how, formulae, processes, designs, business or financial plans or strategies, sketches, photographs, samples, inventories, past, current and planned research and development, current and planned distribution methods and processes, computer software and database technologies and code, systems, structures and architectures, policies and procedures; concepts; tools; techniques; contracts; business records; trade secrets; marketing information and plans; demographic information; financial and accounting data and projections; pricing data; sales; costs; employees; vendors; suppliers; expansion plans; lawsuits and/or claims; management philosophy; and customer lists; in each case whether furnished or learned before or after the date hereof, whether oral, written or electronic, and regardless of the manner or form in which it is furnished and learned. Confidential Information does not include information that (i) was available to the public prior to the time of its disclosure to Client; (ii) becomes available to the public through no act or omission of Client (iii) was in Client’s possession and obtained by Client on a nonconfidential basis prior to its disclosure by Consultant or an agent or representative thereof; or (iv) is independently developed by Client without reference to or use of the information of Consultant.


Client agrees to (i) hold Confidential Information of Consultant in confidence and refrain from disclosing Confidential Information of Consultant, or transmitting any documents or copies containing Confidential Information of Consultant, to any person or entity except as required to complete the services under the terms of this Agreement; (ii) use the Confidential Information of Consultant solely for the purpose of assisting Client in establishing a sustainability program and consulting on matters associated therewith; and (iii) refrain from disclosing any Confidential Information of Consultant; except that Client may disclose Confidential Information of Consultant to the Client’s affiliates and its directors, officers, employees, agents and representatives (including, without limitation, financial advisors, outside attorneys, accountants and consultants) (collectively the “Representatives”) who both (i) need to know such Confidential Information in order to assist Client in effectuating the services outlined herein and (ii) are clearly informed by Client of the confidential nature of such information and are directed by Client to treat such information with the utmost confidentiality; provided, however, that Client shall be legally responsible for any of its Representatives’ use or disclosure of Confidential Information of Consultant that would have violated any restriction or covenant of this Agreement if such use or disclosure had occurred by Client itself. Client shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Consultant in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that Client utilizes to protect its own confidential information, but in no event less than reasonable care.

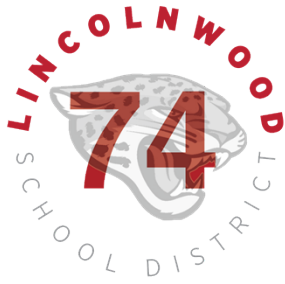
Client agrees to notify Consultant promptly in writing of any misuse or misappropriation of Confidential Information of Consultant which may come to Client’s attention.

It is understood that the Confidential Information disclosed by Be Consultant are special, unique and of extraordinary character. It is specifically understood and agreed that any disclosure of the Confidential Information without the prior approval of Consultant is likely to result in irreparable injury to Consultant and that the remedy at law alone will be an inadequate remedy for such breach, and that, in the event of Client’s breach or threatened breach of any of its confidentiality obligations under this Agreement, Consultant has the right to (i) demand the immediate return of all of its Confidential Information, (ii) recover its actual damages incurred by reason of such actual or threatened breach, including but not limited to its attorneys’ fees and costs of suit, (iii) without the necessity of proving actual damages,

obtain temporary and/or permanent injunctive relief to prevent such (or further) breach or to otherwise specifically enforce the terms of this Agreement, in which case, in either event, no bond shall be required, and (iv) pursue any other remedy available at law or in equity.

This Agreement is signed and adopted this April 6, 2023 (date).

Lincolnwood School District 74 Signature: Name: Kevin Daly Title: Board President Date: April 6, 2023	Beyond Green Partners Signature:  Name: Greg Christian Title: Founder/CEO Date: March 6, 2023
--	--



Executive Summary Finance Committee Meeting

DATE: March 23, 2023

TOPIC: District 6th Grade Lab STEM Proposal

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose:

The Board of Education approves all contracts and expenditures greater than \$10,000.

Background:

Over the last number of weeks the administrative team has been gathering information for proposals for the replacement of equipment within specific STEM labs at Lincoln Hall. The STEM labs for grades 6, 7 and 8 all use equipment in different ways as each grade level concentrates on different topics in conjunction with the Project Lead the Way (PLTW) Curriculum. After a discussion with the 6th grade teacher, and reviewing curricular needs, we have determined that the best solution would be to invest in a new MacOS environment for the 6th Grade STEM Lab.

Many of the projects and activities that are offered in the 6th grade PLTW classes have been completed with student iPads, but can more efficiently be accomplished using a MacOS computer. The teacher can take advantage of larger screens and for viewing data and using built in USB connections to test coding and programming. In addition, the teacher can utilize the same equipment from that lab for the broadcasting duties for the Lincoln Hall TV station.

Currently, the computers that are in the lab are older Intel MacOS base machines that were introduced in October of 2015 and have been modified so that they will run Microsoft Windows. Windows is no longer needed for the 6th grade STEM curriculum and with recent changes in technology, the Mac architecture will no longer run windows in the same fashion.

Attached to this informational packet are some specs on the new devices and items that are being proposed for the 6th Grade STEM Lab.

6th Grade Stem Lab:

The Administrative team is recommending the following technology refresh at Lincoln Hall.

- The District will bulk purchase 30 MacMini M2 based computers to build and deploy up to 26 workstations in the 6th grade STEM Lab. These can be added or removed depending on enrollment and teacher needs.
- The District will use the remaining 4 MacMini M2 as a reserve stock in case of replacement, or enrollment changes.
- The District will purchase 25 large 27” monitors to be used with the iMac Mini M2 computers
- The District will purchase 25 wired keyboards and mice to be packaged with the workstations.
- All computers being removed from Lincoln Hall will be recycled over the summer.

Fiscal Impact:

Per Unit Cost:

Item	SD74 Bundle Price
Mac Mini- M2-8-core CPU and 10-core GPU, 256GB SSD Edu	\$479.00
ViewSonic VA2715-2K-MHD - LED monitor - 27"	\$179.00 *
Logitech MK120 USB Wired Keyboard/Mouse Set	\$17.95 *
Mac Mini VESA Mount	\$10.00 *
Total Mac Mini M2 Workstation Cost	\$685.95 *

*This estimate could change slightly due to the consistent fluctuation in price and availability of the VESA mounts, keyboard, and monitors required.
Prices shown based upon current published price.

Total Lab Costs:

Item	SD74 Bundle Price
Mac Mini- M2-8-core CPU and 10-core GPU, 256GB SSD Edu	\$14,370.00
ViewSonic VA2715-2K-MHD - LED monitor - 27"	\$4,679.74 *
Logitech MK120 USB Wired Keyboard/Mouse Set	\$466.70 *
Mac Mini VESA Mount	\$260.00 *
Total Mac Mini M2 STEM Lab Replacement Cost	\$19,776.44 *

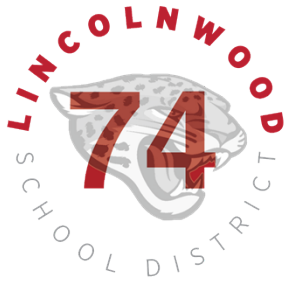
Considerations:

Based upon past practice, the team researched how new all-in-one iMac designs would work out in that space.

- The new iMacs, though new to the market, currently are being shipped with the Older M1 Processor Chip sets that debuted in 2020.
- The all-in-one iMac comes standard with a 24 inch monitor which would be smaller than what is being proposed.
- The all-in-one iMac comes standard with wireless keyboards and mice which would cause logistics issues in a computer lab setting.
- The current all-in-one iMac has an EDU starting price of \$1249.00 each, which would cost the district a minimum of \$32,474.00 for the lab replacement.
- During the last refresh of the STEM lab computers, the district would have spent a minimum of \$50,000 on the 27” iMac all-in-one computers systems.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to continue with the replacement of the 6th grade STEM lab computers in an amount not to exceed \$22,000.



Executive Summary Finance Committee Meeting

DATE: March 23, 2023

TOPIC: E Rate Category II – SHI Wireless Access Points

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The Administration has determined the need to begin replacing the aging access points located in Lincoln Hall. Because of the numbers involved and the current state of pricing, the District will replace these access points in two phases. Phase 1 will replace the switching hardware and 20 wireless access points at Lincoln Hall. Phase 2, which will utilize E-Rate funding from the 23-24 school year, will see the replacement of the remaining 24 access points.

This hardware replacement was put out to bid through the E-Rate program. A total of two vendors submitted proposals for this e-rate project. Of the two vendors submitting proposals, SHI earned the highest score. The Administration has attached SHI's Proposal, E-Rate Service Provider Evaluation Worksheet, and SHI's contract.

The District Legal Counsel has reviewed the Contract and found it acceptable. Counsel also reviewed the terms and conditions and they remained unchanged from last year. There is a line that does reference New Jersey law, and if the committee elects us to specify Illinois law and Cook County circuit court venue, we can ask the vendor to add that to their quote document. Since SHI is a hardware vendor, this should not cause any issues.

Vendor	Total
SHI	\$64,670.00
CDW-G	\$105,357.02

Fiscal Impact:

The total cost is \$64,670. The District should anticipate an E-Rate reimbursement of \$25,868.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this Contract from SHI for wireless access points, network switching equipment, licensing and support in the amount of \$64,670.

**LINCOLNWOOD SCHOOL DISTRICT 74 - E-RATE YR26
E-Rate Service Provider Evaluation Worksheet**

Procurement Description

Funding Year	2023
Scope of Services	Hardware only purchase of Meraki WAP and Cisco switches, licenses, power supply, and other network equipment.
Form 470 Number	230003957
Request for Proposal	Minimum Hardware Requirements

Factor	Description	Maximum Points
A. Cost	Price of E-rate eligible services	40
B. Complete	Completeness / Quality of Proposal	25
C. Prior Exp	Familiarity with School	15
D. TechNeeds	Solution Meets the Needs of the District	20
E.		
		100

Scoring of Factors

Worst	1	2	3	4	5	Best
Fails criterion						Exceeds criterion

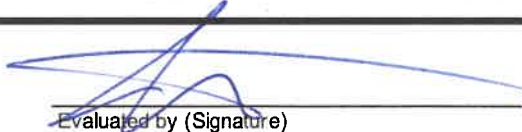
Tallying Points for Each Factor

Score
5

Calculating Overall Points
Sum Points for Each Factor

Name	Factor A Cost	Factor B Complete	Factor C Prior Exp	Factor D TechNeeds	Factor E 0	Total Points
SHI	5.0 40.0	5.0 25.0	5.0 15.0	5.0 20.0	0.0 0.0	100.0
CDW-G	1.0 8.0	5.0 25.0	2.0 6.0	4.0 16.0	0.0 0.0	55.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0

JORDAN STEPHEN
Evaluated by (printed)


Evaluated by (Signature)

2/14/23
Evaluation Date

**LINCOLNWOOD SCHOOL DISTRICT 74 - E-RATE YR26
E-Rate Service Provider Evaluation Worksheet**

Procurement Description

Funding Year: **2023**

Scope of Services: **Hardware only purchase of Meraki WAP and Cisco switches, licenses, power supply, and other network equipment.**

Form 470 Number: **230003957**

Request for Proposal: **Minimum Hardware Requirements**

Factor	Description	Maximum Points
A. Cost	Price of E-rate eligible services	40
B. Complete	Completeness / Quality of Proposal	25
C. Prior Exp	Familiarity with School	15
D. TechNeeds	Solution Meets the Needs of the District	20
E.		
		100

Scoring of Factors

Worst	1	2	3	4	5	Best
Fails criterion						Exceeds criterion

Tallying Points for Each Factor

Score
5

Calculating Overall Points
Sum Points for Each Factor

Name	Factor A Cost	Factor B Complete	Factor C Prior Exp	Factor D TechNeeds	Factor E 0	Total Points
SHI	5.0 <input type="text" value="40.0"/>	3.0 <input type="text" value="15.0"/>	3.0 <input type="text" value="9.0"/>	3.0 <input type="text" value="12.0"/>	0.0 <input type="text" value="0.0"/>	76.0
CDW-G	1.0 <input type="text" value="8.0"/>	3.0 <input type="text" value=""/>	5.0 <input type="text" value="15.0"/>	3.0 <input type="text" value="12.0"/>	0.0 <input type="text" value="0.0"/>	35.0
	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0
	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0
	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0
	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0 <input type="text" value="0.0"/>	0.0

George Park
Evaluated by (printed)

[Signature]
Evaluated by (Signature)

2-10-22
Evaluation Date

**Exhibits –
Contract Draft
Pending Board Approval**



SHI Response to Lincolnwood School District 74

E-rate # 230003957

January 16th, 2023

FCC RN #0022242192

SPIN #143012572

For E-rate questions:
Erate@SHI.com



SHI International Corp.

290 Davidson Avenue

Somerset, NJ 08873

888-764-8888

SHI.com

January 16th, 2023

Lincolnwood School District 74
6950 N. East Prairie Rd.
Lincolnwood, IL 60712
jstephen@sd74.org

Dear Jordan,

Thank you for your interest in SHI, and for the opportunity to participate in [Northwestern School Corporation]'s request for E-rate funding. As an authorized E-rate Service Provider since 1998, we are uniquely positioned to be your cost-efficient, full-service supplier.

Our customer service and E-rate qualifications are second to none.

SHI provides world class support and service to all our customers, and we have a proven record of success with customers of similar size and nature. Our FCC Registration Number (FCC RN) #0022242192 has Green Light status with the FCC, and our Service Provider Identification Number (SPIN) #143012572 is in good standing.

We are able to respond for both Category 1 and 2 services and products.

Leveraging our broad range of authorizations and manufacturer relationships, along with a \$750M networking practice, SHI is prepared to support all requirements contained in this response and offer a complete solution for your IT procurement needs. Our proposal provides a streamlined and efficient managed program designed to help you painlessly meet your IT goals in a cost-efficient manner.

We have a dedicated support team to help with all E-rate needs.

We want to ensure that the solution we build together meets your technology goals within your budget, and we've built a team to back that up. Our growing team of E-rate experts includes E-rate Program Managers, dedicated OEM experts, and vendor neutral datacenter and networking professionals.

Thank you for your consideration, and we look forward to working with you on this project!

Respectfully,

Anthony J. Tammara
Proposal Manager



Table of Contents

SHI International Corp.

290 Davidson Avenue

Somerset, NJ 08873

888-764-8888

SHI.com

Executive Summary	1
E-rate Process	2
Filing A Form 471	2
Filing A Form 486	2
Invoicing Methods	2
SHI Green Light Status	2
Terms and Conditions	3
A. E-Rate Status	3
B. E-rate Purchases.....	3
C. Price and Payment Terms.....	3
D. General	3
E. Document Retention.....	3
Sample Letter of Intent	4

EXECUTIVE SUMMARY

With over 20 years as an E-rate Service Provider, SHI helps schools, districts, and libraries leverage E-rate funds to get services and products they need, especially those they otherwise could not afford.

SHI focuses on offering cost-effective and compelling solutions to ensure that every E-rate dollar secured can be utilized to achieve each customer's specific needs and ultimately empower learning in the communities they serve. In support of this initiative, SHI established a dedicated team of E-rate experts that consists of tenured Senior E-rate Program Specialists, E-rate Business Development Managers, dedicated OEM experts, and agnostic data center and networking professionals. Through SHI's E-rate team, SHI Solutions supports both Category 1 and 2 services and products.

The E-rate program provides discounts on services and products essential for classrooms and libraries to receive broadband and networking solutions. Discounts depend on the level of need and the location of the entity receiving service but typically range from 20% to 90% of the cost of eligible services.

We recognize the needs of educators and can help you make the best choices for those needs, including Mobility; Networking Infrastructure upgrades; Security and Cybersecurity; Virtualization, and, of course, Cost Savings. SHI offers pre-sales support with our Solutions Team and a vendor-neutral approach to all of our advising, focusing on your needs rather than one specific OEM. In support of your eligible networking components strictly for Cat2, SHI's tenured Networking team understands the challenges of deploying and maintaining your infrastructure. We have the technical expertise to help you address, acquire, and adopt solutions to ensure you implement an efficient, secure, and cost-effective solution. Our Networking team is experienced in supporting our customers and evaluating your current environment, and providing recommendations. These discussions include understanding details on your upcoming projects/refreshes of equipment and your current pain points. The Team can help K-12 school districts and libraries determine what manufacturer to lead with based on your current setup, goals, and needed functionality.

As an eligible Service Provider under the Schools and Libraries Program, SHI focuses on providing our library and K-12 customers with complete solutions for their IT initiatives and technology plans. SHI can help you with cost-effective and innovative solutions delivering world-class customer service and support through long-term relationships with industry-leading hardware manufacturers, software publishers, and service providers.

SHI at a Glance

- HEADQUARTERED** IN SOMERSET NJ
- 5,000+ EMPLOYEES** **WORLD WIDE**
- FOUNDED 1989**
- 2021 REVENUE \$12 BILLION**
- Largest** MINORITY AND WOMAN OWNED BUSINESS ENTERPRISE (MWBE) IN THE UNITED STATES
- Local Presence** THROUGHOUT THE U.S.
- NATIONAL CONTRACTS** WITH NASPO, OMNIA AND SOURCEWELL

SHI TOP NETWORKING PARTNERS

Logos for: COMMSCOPE RUCKUS, DELL Technologies TITANIUM BLACK PARTNER, CISCO Partner Gold Certified, aruba a Hewlett Packard Enterprise Company, JUNIPER NETWORKS, Extreme Customer Order Network+, AEROHIVE NETWORKS, UBIQUITI NETWORKS, FORTINET, APC, paloalto NETWORKS, and TRIPP-LITE.

E-RATE PROCESS

Filing A Form 471

This formally declares that you have selected SHI for your project and tells us what the project entails and how much funding you have requested. Once you have filed your Form 471, you'll receive a Funding Commitment Decision Letter (FCDL) formalizing your agreement to work with SHI.

Filing A Form 486

FCC Form 486, also known as the Receipt of Service Confirmation and Children's Internet Protection Act Certification Form, is a form that must be filed by you before any reimbursements can be paid out. Its purpose is to alert USAC that services, on which discounts have been approved as indicated in a funding letter, are indeed being provided by the service provider. The Form 486 can be submitted only after receiving an FCDL.

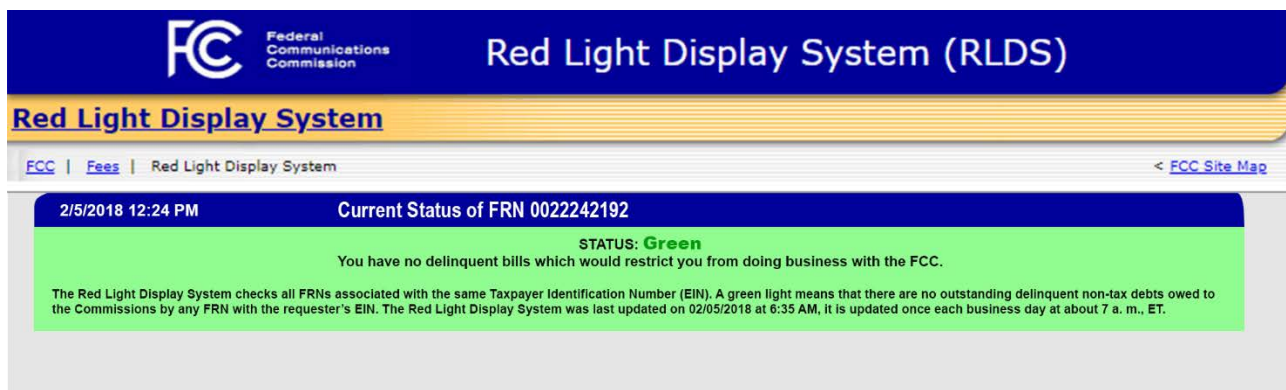
Invoicing Methods

There are two types of invoicing methods used to invoice USAC:

- Form 472 Billed Entity Applicant Reimbursement (BEAR) – With BEAR invoices, you'll pay SHI in full on normal net 30 terms upfront. Then on July 1st, once the FCDL and Form 486 are issued, SHI certifies the BEAR form for reimbursement.
- Form 474 Service Provider Invoice (SPI) – With SPI invoices, the order cannot be placed until 7/1 and the FCDL letters and Form 486 are received. Once the paperwork is settled, SHI will issue two invoices: one to USAC for the portion they are funding, and a second to you for the remaining balance, if applicable.

Please keep in mind that funds are released on July 1st to all applicants that are approved for funding by USAC.

SHI Green Light Status



The screenshot shows the FCC Red Light Display System (RLDS) interface. At the top, the FCC logo and "Federal Communications Commission" are visible on the left, and "Red Light Display System (RLDS)" is on the right. Below this is a yellow banner with "Red Light Display System". A navigation bar contains "FCC | Fees | Red Light Display System" and a link to "FCC Site Map". The main content area shows the date "2/5/2018 12:24 PM" and the title "Current Status of FRN 0022242192". A green box displays "STATUS: Green" and "You have no delinquent bills which would restrict you from doing business with the FCC." Below this, a smaller green box contains a disclaimer: "The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (EIN). A green light means that there are no outstanding delinquent non-tax debts owed to the Commissions by any FRN with the requester's EIN. The Red Light Display System was last updated on 02/05/2018 at 6:35 AM. It is updated once each business day at about 7 a. m., ET."

TERMS AND CONDITIONS

A. E-Rate Status

Customer represents and warrants that it qualifies as eligible to receive E-rate discounts.

B. E-rate Purchases

Customer represents and warrants that all purchases of products shall be for its own use and shall be installed and made operational within the specific funding year period set forth by E-rate Program rules.

C. Price and Payment Terms

Payment terms are subject to continuing credit approval by SHI. SHI may, at SHI's reasonable discretion, change credit or payment terms at any time when, Customer's financial condition, previous payment record, or the nature of Customer's relationship with SHI so warrants.

SHI may suspend or withhold delivery of product(s) if (i) Customer fails to pay any sum due to SHI, until final and complete payment is received or (ii) Customer is in violation of applicable laws and regulations.

The price shall be as set forth on the Customer's quote from SHI. Customer understands that taxes are E-rate eligible and may be included on your Form 471. Unless otherwise stated on SHI's quote, all quoted prices are exclusive of federal, state, local, or other taxes. Please inform your SHI representative if tax should be included in quote costs.

SHI shall not be held responsible for product price increases occurring between the quote date and the Customer order date which are caused by circumstances outside of its direct control.

For products that have been discontinued after SHI has accepted a Customer purchase order but before the product has shipped, SHI will make reasonable efforts to offer a comparable or better product at the same or less price, if available, upon USAC's approval of a service substitution request filed by Customer.

D. General

If any term or provision herein is determined to be illegal or unenforceable, the remainder of the terms or provisions herein shall remain in full force and effect.

Issuance of a Customer purchase order shall constitute Customer acceptance of these Terms and Conditions. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to these Terms and Conditions, or the Terms and Conditions on SHI's website, shall not be valid, are considered null and void, and shall not be applicable to or binding on SHI.

E. Document Retention

Both parties will retain all documents related to this purchase for a period of ten (10) years after the project completion in accordance with E-rate Program rules.

Note: If you choose SHI's bid and want to issue an award to SHI, you must use the standard Letter of Intent template that can be found on the next page



Pricing Proposal
Quotation #: 23068744
Created On: 2/8/2023
Valid Until: 3/9/2023

IL-Village of Lincolnwood School District 74

Inside Account Executive

Jordan Stephen

6950 NE PRAIRIE RD
LINCOLNWOOD, IL 607122520
United States
Phone: 847-675-8234
Fax:
Email: jstephen@sd74.org

Anthony Tammara

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-667-2782
Fax: 732-564-8553
Email: anthony_tammara@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Meraki MR46 Wi-Fi 6 Indoor AP Cisco Systems - Part#: MR46-HW	20	\$760.00	\$15,200.00
2 Meraki MR Enterprise License, 1YR Cisco Systems - Part#: LIC-ENT-1YR	20	\$75.00	\$1,500.00
3 Catalyst 9200L 48-p,12xmGig,36x1G,4x10G uplinks, K12 Cisco Systems - Part#: C9200L-48PXG4X-EDU	6	\$5,200.00	\$31,200.00
4 1KW AC Config 5 Power Supply - Secondary Power Supply Cisco Systems - Part#: PWR-C5-1KWAC/2	6	\$1,525.00	\$9,150.00
5 C9200L Cisco DNA Essentials, 48-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-E-48-3Y	6	\$595.00	\$3,570.00
6 Cisco Catalyst 9200L Stack Module Cisco Systems - Part#: C9200L-STACK-KIT	6	\$675.00	\$4,050.00
		Total	\$64,670.00

Additional Comments

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

233

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable

and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

SAMPLE LETTER OF INTENT

2/21/23

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873

Dear Anthony Tammara,

Lincolnwood School District 74 accepts quote # 23068744 and agrees to the terms and conditions put forth in SHI International Corp.'s response to our Form 470 # 230003957. This contract is valid until 9/30/2024, with an option to extend for one (1) year.

Disclaimers

- By signing this document, the applicant is not contractually bound to complete this procurement in its entirety. The Applicant may complete this procurement in whole or in part. SHI will fulfill only those orders initiated by the Applicant via Purchase Order.
- For SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Preferred Invoicing Method:

SPI
 BEAR



Customer / Applicant Name Signature

Jordan Stephen

Signer's Name

2/21/23

Date



Eric Slover
E-rate Program Manager
3/3/23



Search...



SHI Online Customer Resale Terms and Conditions

Unless a resale agreement currently exists between Reseller and Customer, these terms (the "Terms") shall constitute the entire understanding between SHI and the firm ("Customer") ordering the software, hardware, or third party services (collectively "Products") under the ordering document ("Order"). Issuance of an Order shall be deemed Customer's acceptance of these terms. If a resale agreement currently exists between SHI and Customer, the Order shall be subject to the terms and conditions of that resale agreement in lieu of these Terms.

1. Definition of SHI

"SHI" means one of the following, depending on which SHI office receives the Order:

- If the Order is received by SHI International Corp.:
"SHI" means SHI International Corp., a New Jersey corporation with offices at 290 Davidson Ave., Somerset, NJ 08873.
- If the Order is received by SHI/Government Solutions, Inc.:
"SHI" means SHI Government Solutions, Inc., a Texas corporation with offices at 3828 Pecana Trail Austin, TX 78749.
- If the Order is received by StrataScale Solutions, LLC:
"SHI" means StrataScale Solutions, LLC, a Delaware Limited Liability Company with offices at 3828 Pecana Trail Austin, TX 78749
- If the Order is received by SHI Canada ULC:
"SHI" means SHI Canada ULC, a Canadian corporation with offices at 895 Don Mills Road, Tower II, Suite 400, Toronto, Ontario M3C 1W3.
- If the Order is received by SHI Corporation UK Limited:
"SHI" means SHI Corporation UK Limited, with offices at 401 Grafton Gate, Milton Keynes, Buckinghamshire, England MK9 1AQ.
- If the Order is received by SHI Global IT Solutions Ireland Ltd:
"SHI" means SHI Global IT Solutions Ireland Ltd, with offices at Pembroke House, 28 - 32 Pembroke Street Upper, Dublin 2, Ireland.
- If the Order is received by SHI International B.V.:
"SHI" means SHI International B.V., with offices at Herengracht 124, 1015 BT, Amsterdam, Netherlands
- If the Order is received by SHI International SAS:
"SHI" means SHI International SAS, with offices at 9-15 Rue Maurice Mallet, 92130 Issy les Moulineaux, France
- If the Order is received by SHI International Corp Hong Kong Limited:
"SHI" means SHI Hong Kong, with offices at 29/F, Tower 5, The Gateway, 15 Canton Road, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong SAR, China
- If the Order is received by SHI Singapore Solutions Pte. Ltd:
"SHI" means SHI Singapore Solutions Pte. Ltd, with offices at One Raffles Place, #20-61 Tower 2, Suite 2032, Singapore 048616
- If the Order is received by SHI International Corp Australia Pty. Ltd:
"SHI" means SHI International Corp Australia Pty. Ltd. with offices at Level 45, 680 George Street Sydney, NSW 2000 Australia

2. Terms of Payment

The invoice shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net thirty days after Customer's receipt of a valid invoice at the remit-to address referenced in the Order ("Payment Due Date"). Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, Customer will promptly notify SHI of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be paid within ten days after resolution of the reason for rejection ("Resolution Payment Due Date"). Customer will pay any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of Products under this Agreement. When SHI is authorized to collect such taxes they will be separately stated on SHI's invoices and reported and paid to appropriate governmental authorities by SHI. SHI shall charge interest at the rate of 1.5% per month (or the maximum rate that as is permitted by applicable laws, if less) from the Payment Due Date or Resolution Due Date, as the case may be, to the date payment is received by SHI.

3. Shipping

Products shipped to Customer's facilities shall be packaged in such a manner as to preclude all reasonably anticipated in-transit damage and in accordance with commercial standards. All shipments of Products will be clearly labeled with the shipping address stated on the order, the applicable PO number, recipient's name and if applicable, building and room number. Shipment terms are FOB Destination, freight pre-paid and added.

4. Returns

Product returns are subject to SHI's return policy, which is found at www.shi.com/returnpolicy (/returnpolicy).

5. Warranty

SHI warrants that SHI will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Product described in the PO and has all rights, approvals, and/or authorizations necessary to provide the Products. SHI is a value added reseller ("VAR") of Product, not the original equipment manufacturer or licensor ("OEM"), and therefore disclaims any warranty responsibility regarding Product provided under this Order. SHI shall forward the end user warranties to Customer which are provided to SHI from the OEM of the Product, and to the extent granted by the OEM, Customer shall be the beneficiary of the OEM's warranties. SHI is not a party to any warranty terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product. EXCEPT AS OTHERWISE PROVIDED IN THIS ORDER, SHI HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

6. Software License

Software Products resold under this Order, as well as related maintenance or support services, will be governed by either the license agreement between Customer and the OEM or, if no such agreement exists, the OEM's standard license and support agreements, which SHI shall forward to Customer at the time of delivery of the Products, when provided to SHI by the OEM. SHI is not a party to any such terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all license and support claims or obligations related to that OEM's Product.

7. Product Indemnification

As a Value Added Reseller of Products and third party services, SHI disclaims any indemnification responsibility regarding Product provided under the Order. Customer agrees to look solely to the OEM for satisfaction of any and all indemnification claims related to that OEM's Product.

8. Limitation of liability

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THESE TERMS OR AN ORDER, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO SHI UNDER THE ORDERS RECEIVED FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THESE TERMS AND THAT SHI WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

9. Cancellation

Provided the Order or some part thereof has not been designated "non-cancellable" or "non-returnable" by SHI, Customer shall have the right to cancel or postpone, in whole or in part, the Order, without penalty, provided that notice of such cancellation or postponement is received by SHI prior to shipment of the ordered Products. If Customer cancels the Order following shipment of the Products but prior to delivery, Customer shall pay all freight and handling charges for shipment and return shipment of such Products to SHI. Notwithstanding the foregoing, any such cancellations shall be subject to charges imposed by the OEM associated with cancellation.

10. Assignment

Neither party may assign, subcontract, or transfer the Order, or any part thereof, without the other party's prior written consent, and any such assignment or transfer without such consent shall be null and void.

11. Force Majeure

Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting Customer, SHI or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. SHI shall notify Customer promptly of any such delay and shall specify the effect on the Product as soon as practical.

12. No Waiver

Any failure by either party to insist upon observance or performance by the other of the provisions of these Terms shall not be deemed a "course of dealing" waiver of any such provision or a waiver of the right of the parties to enforce any and all provisions in the future.

13. No Severance

Should any of these Terms be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these Terms and the balance of the terms and conditions shall be binding on both parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions the Order.

14. Governing Law/Jurisdiction: one of the following will apply, depending on which SHI office receives the Order

- If the Order is received by SHI International Corp, SHI Government Solutions, Inc., StrataScale Solutions, LLC, SHI International Corp Hong Kong Limited, or SHI Singapore Solutions Pte. Ltd: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the laws of the State of New Jersey, without regard to: (1) conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; and, (3) the Uniform Computer Information Transactions Act ("UCITA"). The parties hereby consent to ~~236~~ exclusive jurisdiction and venue of the federal and state courts of the State of New Jersey.

- If the Order is received by SHI Canada ULC: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the laws of the province of British Columbia and those laws of Canada applicable therein, without regard to choice of law provisions or the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the Superior Court of Justice for the province of British Columbia.
- If the Order is received by SHI Corporation UK Limited: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the laws of England and Wales without regard to the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the English courts. Products supplied to SHI Corporation UK Limited are subject to UK VAT by means of a reverse charge (ex VAT invoice for non-UK based suppliers) pursuant to Article 44 in EU VAT Directive 2006/112 for electronic shipment, licensing or services.
- If the Order is received by SHI Global IT Solutions Ireland Ltd: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with Irish law without regard to the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the Irish courts. Products supplied to SHI Global IT Solutions Ireland Ltd are subject to Irish VAT by means of a reverse charge (ex VAT invoice for non-Ireland based suppliers) pursuant to Article 44 in EU VAT Directive 2006/112 for electronic shipment, licensing or services.
- If the Order is received by SHI International B.V.: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the law of The Netherlands without regard to the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the courts of The Netherlands. Products supplied to SHI International B.V. are subject to Dutch VAT by means of a reverse charge (ex VAT invoice for non-Dutch based suppliers) pursuant to Article 44 in EU VAT Directive 2006/112 for electronic shipment, licensing or services.
- If the Order is received by SHI International SAS: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with French law without regard to the United Nations Convention on Contracts for the International Sale of Goods, and the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of Paris, unless otherwise required by law.
- If the Order is received by SHI International Corp Australia Pty. Ltd: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the laws of New South Wales, without regard to the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the courts of New South Wales.

If any claim or dispute arising hereunder is not resolved through such negotiations within thirty days following written presentment, either Party may, upon giving the other Party at least ten days prior written notice, initiate litigation submitting such claims or disputes for decision by a court of competent jurisdiction within the appropriate above, in accordance with the rules of that court and laws of that jurisdiction. Either Party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief). Each party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to the Order or these Terms.

The prevailing party in any litigation arising out of or relating to the Order or these Terms shall be entitled to recover its expenses, costs of litigation (including, without limitation, clerk, paralegal, and expert witness costs), and reasonable attorneys' fees from the losing party, whether or not otherwise specifically awardable under any law or court rule.

15. Exportation

Export of Products by Customer is subject to applicable US export regulations and Customer shall be solely responsible for compliance thereof.

16. Entire Agreement

These Terms shall constitute the entire agreement between the parties with respect to the subject matter of the Orders. These Terms and any Order shall not be modified or rescinded, except by a writing signed by SHI and Customer. These Terms supersede all contemporaneous and prior oral and written communications, understandings and agreements of the Parties with respect to the subject matter of these Terms. This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Order, which are null and void with respect to these Terms and the Order.



(<https://www.facebook.com/pages/SHI-International-Corp/164409770296612>)



(https://twitter.com/SHI_Intl)



(<https://www.linkedin.com/company/shi-international-corp->)



(<https://blog.shi.com/>)



(<https://www.youtube.com/user/shicorporation>)



(https://www.instagram.com/shi_intl/)

[About SHI \(/CustomerServices/SHIMarketing.aspx?ContentID=86768\)](#)

[Events \(/CustomerServices/SHIMarketing.aspx?ContentID=92523\)](#)

[Careers \(/CustomerServices/SHIMarketing.aspx?ContentId=88370\)](#)

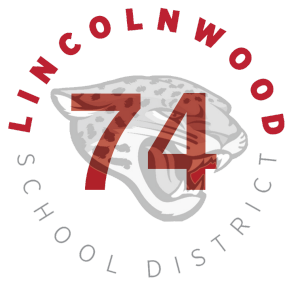
English ▼

[Privacy \(/CustomerServices/SHIInfo.aspx?ContentId=22\)](#) | [Terms and Conditions \(/CustomerServices/SHIInfo.aspx?ContentId=23\)](#) | [ISO 9001 \(/CustomerServices/SHIInfo.aspx?ContentId=21&Menu=about\)](#) | [FAQ \(/customerservice/frequently-asked-questions\)](#) |

[California Transparency in Supply Chains](#)

(https://www.content.shi.com/SHIcom/ContentAttachmentFiles/PDF/Modern_Slavery_Act_Transparency_Statement.pdf)

[Do Not Sell or Share My Personal Information \(/customerservice/donotsellpii\)](#)



DATE: March 23, 2023

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. The due date is March 31st if Lincolnwood SD74 is interested in submitting a letter to Illinois Public Risk Fund relative to reserving rights to explore alternative workers' compensation providers.

Recent history of IPRF's annual invoices:

FY22	\$89,893 plus a safety grant of \$3,363
FY23	\$62,117 plus a safety grant of \$10,764
FY24	TBD

2. The FY24 EBC medical and dental rates were provided to SD74 on March 16 at the Final Renewal Meeting. All premiums increased as follows: HMO +7.5%, PPO +6.4%, Dental +2.6%.
3. Revenue from 2021's Property Tax 2nd Installment Combined with Prior Years' Transactions Update.

As of February 28, 2023:

FY23 Budget	\$11,825,680
Collected	\$11,697,949
Delta	-\$127,731

4. Revenue from Corporate Personal Property Replacement Taxes continues to be greater than anticipated.

As of February 28, 2023:

FY23 Budget	\$900,000
Collected	\$1,319,430
Delta	+\$419,430