



LINCOLNWOOD SCHOOL
DISTRICT 74
BOARD OF EDUCATION
Finance Committee Meeting
AGENDA
Thursday, June 8, 2023 at **6:30**
PM

BOARD OF EDUCATION
Kevin Daly, *President*
Rupal Shah Mandal, *Vice President*
John P. Vranas, *Secretary*
Maxie Boynton
Myra A. Foutris
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, June 8, 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
Paul Stellatos, 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 - **MAY 18, 2023** 3

Motion by member: _____ Seconded by: _____

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

- a. Fund Balance Report - **APRIL 2023** 8

5. OLD BUSINESS

- a. Draft of Fiscal Year 2024 Tentative Budget 31
b. E Rate Category I – AT&T Business Class Internet Access – Signature Needed 44

6. NEW BUSINESS

- a. Workers' Compensation Insurance Coverage¹ for Fiscal Year 2024 55

b.	2023-24 Collective Liability Insurance Cooperative (CLIC) Property/Casualty and Fiduciary Insurance Renewal	57
c.	IXL Product Renewal 2023-2024	60
d.	Brightly Maintenance Software Purchase for 2023-2026	112
e.	2023-2024 PowerSchool Enrollment Registration Renewal Contracts	143
7.	<u>INFORMATION/DISCUSSION</u> : District Finance Update - <i>Courtney Whited, Business Manager/CSBO</i>	<u>146</u>
a.	As Requested During the May 18, 2023 Finance Committee Meeting, the Following Figures were Exported from the District's Financial System and Compiled in Order to Show Food and Supply Costs Versus Lunch Credit Purchases (not Card Scans at the POS System in the Cafeteria)	
b.	The Niles Township School Treasurer's Office Sent a Statement to Districts About Personal Property Replacement Tax (CPPRT) from the Illinois Department of Revenue. The Statement is Attached.	148
8.	<u>INFORMATION/DISCUSSION</u> : District Purchasing Update(s) - <i>Dr. David L. Russo, Dr. Dominick M. Lupo, Jordan Stephen</i>	<u>149</u>
a.	Nearpod Renewal for 2022-2023	
b.	Powerschool Schoology Renewal for 2023-2024	
c.	PowerSchool SIS Maintenance and Support Renewal for 2023-2024	
d.	Typing Training	
e.	LessonPix Renewal for 2023-2024	
f.	PLTW - STEM Curriculum for 2023-2024	
g.	Neptune Navigate Digital Citizenship Curriculum for 2023-2024	
9.	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, May 18, 2023 at **6:30 PM**

BOARD OF EDUCATION
Kevin Daly, *President*
Rupal Shah Mandal, *Vice President*
John P. Vranas, *Secretary*
Maxie Boynton
Myra A. Foutris
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, May 18, 2023.*

1. CALL TO ORDER/ROLL CALL

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

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair
John P. Vranas (BOE)
Michael Bartholomew, Community Member
Steven Pawlow, Community Member
Paul Stellatos, Community Member

FINANCE COMMITTEE MEMBERS NOT PRESENT

Jay Oleniczak (BOE), Co-Chair
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

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **April 20, 2023**

A motion was made, seconded and passed to approve the minutes from the April 20, 2023 Finance Committee meeting.

4. FUND BALANCE REPORT

a. Fund Balance Report - **MARCH 2023**

Courtney Whited, Business Manager/CSBO, presented the Fund Balance Report for February 2023.

The Committee asked if there would be a budget amendment reflecting underspending in some areas. Courtney explained that the underspending is due to projects that did not start or were postponed. The Administration will determine if an amended budget is necessary and will follow up with a response.

5. OLD BUSINESS

a. Transportation Contract 2023-24 with First Student, Inc.

Courtney presented the Transportation Contract 2023-24 with First Student, Inc. that represented a 3.75% increase.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept this Amendment from First Student, Inc. for transportation services with a 3.75% rate increase on current rates effective August 1, 2023 through July 31, 2024.

6. NEW BUSINESS

a. FY24 & FY25 Audit Services

Courtney presented the FY24 & FY25 Audit Services.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to retain the firm of Lauterbach & Amen, LLP over the course of three fiscal years spanning 2023-2025 for audit and single audit services not to exceed \$83,400.

b. GASB 74/75 Actuarial Valuation Services from Lauterbach & Amen, LLP

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the contract with Lauterbach & Amen, LLP for actuarial services associated with determining the value of GASB 74/75 Other Post-Employment Benefits (OPEB) for the year ending June 30, 2024 for \$3,890 and the year ending June 30, 2025 for \$1,020.

c. FY24 Facility Rental Fee Waiver Request from LBSA

Courtney presented Lincolnwood Baseball & Softball Association's FY24 Facility Rental Fee waiver request. Courtney explained the amount of rental fees the waiver would be worth. The Committee asked if LBSA could recognize the District for waiving the fees.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to waive facility rental fees during Fiscal Year 2024 for Lincolnwood Baseball and Softball Association.

d. FY24 Preliminary Budget Assumptions

Courtney presented the FY24 Preliminary Budget Assumptions explaining that the Tentative Budget will be presented at the June 9th Finance Committee meeting. She explained the adjustments that will take place with staffing including the number of staff set to retire, those who may advance a class on the salary schedule and the number of teachers qualifying for the longevity stipend. She also noted the total staff in

the District. There will be approximately \$15,228,000 paid in salaries. She reviewed the costs associated with insurance. There was a discussion regarding post-retirement insurance benefits and how that will change in the coming fiscal year. There was a review of expenditures related to buildings and grounds. Courtney outlined revenue from local, state and federal sources. Courtney shared that the District meets with the Insurance Committee regularly to discuss cost cutting strategies, and shared that the Committee has met some of the benchmarks to help with the costs of insurance. Courtney discussed the District hiring a food service consultant to do an audit of the department. They observed the facilities, staff, ingredients, and equipment and will return to the District with recommendations on how to improve the program. The Committee asked the Administration to do a cost analysis of revenues and expenditures in food service since there has not been an increase in lunch costs to families in a number of years. The Committee asked if there are still some ESSER funds still available, David explained that ESSER I is completely spent, ESSER II will be spent this year, and ESSER III will be spent by the deadline in 2024.

e. Discovery Education, Inc. K-8 Streaming License for 2023-2024

Jordan Stephen, Director of Technology discussed that the District would not be renewing the Discovery Education, Inc. K-8 Streaming License for 2023-2024 saving the District \$7800.

f. BrainPop/BrainPop Jr. Renewal Contract for 2023-2024 School Year

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to renew the BrainPop and BrainPop Jr. subscription for students in all District in the amount of \$8,749.65 from August 12, 2023 to August 11, 2024.

g. 2023-2024 Encyclopedia Britannica Renewal

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the Britannica School Subscription Contract in the amount of \$715 from July 1, 2023 to June 30, 2024.

h. Interactive Display Refresh

Jordan Stephen, Director of Technology, discussed the Interactive Display Refresh. As certain displays age, they become unusable. Last year, the District replaced about 60% of all Todd Hall display units for the BenQ Boards. The District intends to address ten more displays with BenQ Boards. Jordan explained the rest of the details regarding Phase 2 of the Interactive Display Refresh plan at Todd Hall and Rutledge Hall. The Committee asked what happens with the old units, if any of them are still in working order. The District currently gives the old units to a technology recycling company and keeps the working ones on hand for replacements, if needed. The Committee asked if there are any schools that could use them. The Administration will reach out to the Township schools to see if anyone needs them before considering the recycle option.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the purchase of 25 classroom displays in the amount, not to exceed \$61,000 for the 2023-2024 school year.

i. 2023-2024 Learning A-Z Product Renewal

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the renewal of the Learning A-Z software in the

amount of \$8,992.50 from August 7, 2023 to August 7, 2024.

j. 2023-2028 Finalsite Inc. Website and Hosting Services Contract

Jordan Stephen, Director of Technology, presented the 2023-2028 Finalsite Inc. Website and Hosting Services Contract. Jordan explained that Blackboard has been purchased by Finalsite Inc., and Finalsite is offering all Blackboard customers the opportunity to convert to Finalsite for free. This is the provider for our District website, and will save the District thousands of dollars if we take advantage of the conversion offer. Jordan met with Finalsite to express concerns over language in an Amendment prepared by Legal Counsel. The vendor is amenable to several provisions. The five year contract will be under \$14,000. The Committee asked if there would be a penalty for going in another direction, and Jordan said that the District would have to pay any years left in the contract, if we broke the contract early.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the Finalsite Contract for design services, setup fees, website hosting for the proposed 5-year quote in the amount of: \$2,229 for school year 2023-24, \$2,429 for school year 2024-25, \$2,629 for school year 2025-26, \$2,829 for school year 2026-27 and \$3,029 for school year 2027-28.

k. 2022-2023 PebbleGo Renewal

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the PebbleGo Contract in the amount of \$1,197 for the 2023-2024 school year.

l. Annual Renewal of Formative at Rutledge Hall for 2023-2024

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to renew the Formative license at Rutledge Hall in the amount of \$3,515.89 for services between July 1, 2023 and June 30, 2024.

m. Renewal of Seesaw for Schools for Todd Hall for 2023-2024

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept the Seesaw license for Seesaw for Schools in the amount of \$3,120 from August 1, 2023 through July 31, 2024.

n. Renaissance Learning Renewal of FastBridge for 2023-2024

Dr. David L. Russo, Superintendent of Schools, presented the Renaissance Learning Renewal of FastBridge for 2023-2024. David explained that in previous years, NTDSE managed the FastBridge subscription for the Township, and the Township districts would pay NTDSE their fair share of the subscription cost. From now on, each district will manage their own FastBridge account.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve this Agreement with Renaissance Learning for renewal of FastBridge for the 2023-2024 school year in the amount of \$7,080.06.

7. District Finance Update

a. CLIC Cyber Liability Coverage for FY24

Courtney explained that if SD74 wants extra cyber coverage, it is available. Courtney shared the background, the District paid \$113,715 last year for property, casual and liability coverage. If the District

decides to take on an additional \$1 million in cyber coverage, the bill would increase to approximately \$120,000. Jordan explained that the Tech Team has nearly all data backed up internally, so it is not necessary to increase cyber risk limits at this time. The \$2 million standard coverage that the Administration is recommending brings the total cost of the insurance package to \$110,590.

Committee member Vranas discussed that the Committee is currently reviewing all of the contracts that are under \$10,000, but he is proposing that all of the software that is being dropped or renewed is simply reviewed by the Committee rather than following the full process that we are currently using. He explained that the Committee would like to see any *new* contracts, contracts that would be changing in term, or any contracts that Legal Counsel had concerns about. Dr. Russo expressed that the administration could keep track of all of the contracts and usage data every six months. Dr. Russo explained that he shared this change to President Daly, and that he was amenable to this shift.

Some of the points discussed for bringing contracts to the Committee:

- Over \$10,000
- Over 10% increase (assuming amount is not nominal)
- Multi-year contracts or going to multi-year
- First time Approvals
- If Legal Counsel reviewed it and saw substantive changes

8. ADJOURNMENT.

A motion was made, seconded and passed to adjourn the Finance Committee meeting. The Finance Committee meeting was adjourned at 7:53 p.m.

The next Finance Committee meeting will be Thursday, June 8, 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: April
 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	\$22,688,256.70	(\$16,807,692.72)	\$0.00	\$18,903,356.35
20	OPERATIONS & MAINTENANCE	\$3,494,768.89	\$2,530,534.44	(\$1,626,561.25)	\$0.00	\$4,398,742.08
30	DEBT SERVICE	\$829,925.65	\$1,771,468.45	(\$1,494,725.00)	\$0.00	\$1,106,669.10
40	TRANSPORTATION	\$1,442,825.96	\$1,667,302.95	(\$1,056,607.91)	\$0.00	\$2,053,521.00
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$448,606.14	\$545,782.45	(\$166,593.28)	\$0.00	\$827,795.31
52	SOCIAL SECURITY AND MEDICARE	\$139,099.31	\$614,988.64	(\$272,395.31)	\$0.00	\$481,692.64
60	CAPITAL PROJECTS	\$5,825,261.89	\$665,397.67	(\$1,950,211.38)	\$0.00	\$4,540,448.18
70	WORKING CASH	\$573,446.40	\$8,122.39	\$0.00	\$0.00	\$581,568.79
80	TORT IMMUNITY	\$249,408.82	\$392,873.11	(\$24,612.00)	\$0.00	\$617,669.93
90	FIRE PREVENTION & SAFETY	\$2,617,556.88	\$545,740.45	(\$98,512.00)	\$0.00	\$3,064,785.33
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$28,643,692.31	\$31,430,467.25	(\$23,497,910.85)	\$0.00	\$36,576,248.71

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 04/30/2023

Fiscal Year: 2022-2023

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$36,320,306.79
Imprest Fund (+)	\$13,056.42
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$36,333,463.21
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DUE FROM OTHER GOVERNMENTS

Inter-Governmental Loans (+)	(\$467.03)
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Sub-total : DUE FROM OTHER GOVERNMENTS	(\$467.03)
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Total : ASSETS	\$36,332,996.18
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LIABILITIES

ACCOUNTS PAYABLE

Accounts Payable (+)	\$61,290.18
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Sub-total : ACCOUNTS PAYABLE	\$61,290.18
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OTHER CURRENT LIABILITIES

Other Liabilities (+)	\$35,289.43
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Payroll Liabilities (+)	(\$339,832.14)
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Sub-total : OTHER CURRENT LIABILITIES	(\$304,542.71)
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Total : LIABILITIES	(\$243,252.53)
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FUND BALANCE

Unreserved Fund Balance

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

NET INCREASE (DECREASE) (+)	\$7,932,556.40
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Sub-total : NET INCREASE (DECREASE)	\$7,932,556.40
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Total : FUND BALANCE	\$36,576,248.71
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Total LIABILITIES + FUND BALANCE	\$36,332,996.18
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End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 04/01/2023 through 04/30/2023

Fiscal Year: 2022-2023

	04/01/2023 - 04/30/2023	Year To Date	Budget	Budget Balance	
REVENUE					
LOCAL SOURCES					
Property Tax Receipts (+)	\$7,247,252.14	\$25,081,022.63	\$25,868,050.00	\$787,027.37	97.0%
Payments in Lieu of Taxes (+)	\$231,882.54	\$1,551,312.62	\$900,000.00	(\$651,312.62)	172.4%
Tuition Payments Received (+)	\$21,683.50	\$227,791.21	\$221,600.00	(\$6,191.21)	102.8%
Interest Revenue Received (+)	\$53,903.96	\$349,097.27	\$369,000.00	\$19,902.73	94.6%
Sales to Pupils & Adults (+)	\$20,440.67	\$186,043.23	\$200,000.00	\$13,956.77	93.0%
Activity Fees Received (+)	\$23,284.75	\$105,331.92	\$100,150.00	(\$5,181.92)	105.2%
Other Local Revenue (+)	\$8,103.27	\$181,127.76	\$330,430.00	\$149,302.24	54.8%
Rental Revenue (+)	\$16,962.25	\$95,560.68	\$89,600.00	(\$5,960.68)	106.7%
Sub-total : LOCAL SOURCES	\$7,623,513.08	\$27,777,287.32	\$28,078,830.00	\$301,542.68	98.9%
STATE SOURCES					
State Grants & Aid Received (+)	\$216,791.71	\$1,429,003.12	\$1,539,000.00	\$109,996.88	92.9%
Sub-total : STATE SOURCES	\$216,791.71	\$1,429,003.12	\$1,539,000.00	\$109,996.88	92.9%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	\$136,905.29	\$2,224,176.81	\$2,106,691.00	(\$117,485.81)	105.6%
Sub-total : FEDERAL SOURCES	\$136,905.29	\$2,224,176.81	\$2,106,691.00	(\$117,485.81)	105.6%
Total : REVENUE	\$7,977,210.08	\$31,430,467.25	\$31,724,521.00	\$294,053.75	99.1%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
Salaries (-)	\$599,784.96	\$5,400,958.02	\$7,735,177.00	\$2,334,218.98	69.8%
Employee Benefits (-)	\$98,549.73	\$829,062.21	\$1,430,774.00	\$601,711.79	57.9%
Termination Benefits (-)	\$5,564.22	\$236,578.07	\$397,000.00	\$160,421.93	59.6%
Purchased Services (-)	\$4,051.30	\$133,823.23	\$216,005.00	\$82,181.77	62.0%
Supplies & Materials (-)	\$7,903.48	\$238,490.43	\$549,480.00	\$310,989.57	43.4%
Capital Expenditures (-)	\$4,678.00	\$113,916.18	\$204,000.00	\$90,083.82	55.8%
Other Objects (-)	\$100.00	\$325.00	\$1,800.00	\$1,475.00	18.1%
Non-Capitalized Equipment (-)	\$781.36	\$5,583.41	\$117,500.00	\$111,916.59	4.8%
Sub-total : REGULAR K-12 PROGRAMS	(\$721,413.05)	(\$6,958,736.55)	(\$10,651,736.00)	(\$3,692,999.45)	65.3%
PRE-K PROGRAMS					
Salaries (-)	\$18,266.64	\$164,399.76	\$225,356.00	\$60,956.24	73.0%
Employee Benefits (-)	\$5,556.08	\$50,006.65	\$69,413.00	\$19,406.35	72.0%
Supplies & Materials (-)	\$851.69	\$2,514.31	\$4,300.00	\$1,785.69	58.5%
Non-Capitalized Equipment (-)	\$0.00	\$194.02	\$750.00	\$555.98	25.9%
Sub-total : PRE-K PROGRAMS	(\$24,674.41)	(\$217,114.74)	(\$299,819.00)	(\$82,704.26)	72.4%
SPECIAL ED PROGRAMS K-12					
Salaries (-)	\$92,069.66	\$836,575.55	\$1,198,065.00	\$361,489.45	69.8%
Employee Benefits (-)	\$25,757.09	\$202,480.31	\$354,957.00	\$152,476.69	57.0%
Purchased Services (-)	\$0.00	\$535.75	\$600.00	\$64.25	89.3%
Supplies & Materials (-)	\$64.03	\$1,069.69	\$5,500.00	\$4,430.31	19.4%
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	\$1,742.40	\$5,000.00	\$3,257.60	34.8%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 04/01/2023 through 04/30/2023

Fiscal Year: 2022-2023

	<u>04/01/2023 - 04/30/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : SPECIAL ED PROGRAMS K-12	(\$117,890.78)	(\$1,044,921.79)	(\$1,570,322.00)	(\$525,400.21)	66.5%
REMEDIAL & SUPPLEMENTAL K-12					
Salaries (-)	\$45,018.96	\$405,170.64	\$585,251.00	\$180,080.36	69.2%
Employee Benefits (-)	\$8,490.59	\$70,485.19	\$110,875.00	\$40,389.81	63.6%
Purchased Services (-)	\$0.00	\$41,999.55	\$56,795.00	\$14,795.45	73.9%
Supplies & Materials (-)	\$75.14	\$5,711.50	\$12,250.00	\$6,538.50	46.6%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$53,584.69)	(\$523,366.88)	(\$765,171.00)	(\$241,804.12)	68.4%
INTERSCHOLASTIC PROGRAMS					
Salaries (-)	\$1,417.70	\$73,700.90	\$90,000.00	\$16,299.10	81.9%
Employee Benefits (-)	\$62.58	\$3,034.29	\$7,405.00	\$4,370.71	41.0%
Supplies & Materials (-)	\$0.00	\$6,886.70	\$5,500.00	(\$1,386.70)	125.2%
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	(\$1,480.28)	(\$87,121.89)	(\$108,005.00)	(\$20,883.11)	80.7%
SUMMER SCHOOL PROGRAMS					
Salaries (-)	\$256.50	\$31,596.04	\$42,491.00	\$10,894.96	74.4%
Employee Benefits (-)	\$33.68	\$4,134.33	\$10,100.00	\$5,965.67	40.9%
Supplies & Materials (-)	\$0.00	\$1,709.61	\$3,117.00	\$1,407.39	54.8%
Sub-total : SUMMER SCHOOL PROGRAMS	(\$290.18)	(\$37,439.98)	(\$55,708.00)	(\$18,268.02)	67.2%
GIFTED PROGRAMS					
Salaries (-)	\$34,645.06	\$311,805.54	\$450,386.00	\$138,580.46	69.2%
Employee Benefits (-)	\$5,729.36	\$46,873.71	\$70,821.00	\$23,947.29	66.2%
Supplies & Materials (-)	\$115.00	\$3,185.22	\$4,250.00	\$1,064.78	74.9%
Sub-total : GIFTED PROGRAMS	(\$40,489.42)	(\$361,864.47)	(\$525,457.00)	(\$163,592.53)	68.9%
BILINGUAL PROGRAMS					
Salaries (-)	\$52,653.22	\$468,094.10	\$693,562.00	\$225,467.90	67.5%
Employee Benefits (-)	\$8,138.81	\$66,038.42	\$101,304.00	\$35,265.58	65.2%
Purchased Services (-)	\$0.00	\$0.00	\$1,800.00	\$1,800.00	0.0%
Supplies & Materials (-)	\$202.59	\$5,887.12	\$1,750.00	(\$4,137.12)	336.4%
Sub-total : BILINGUAL PROGRAMS	(\$60,994.62)	(\$540,019.64)	(\$798,416.00)	(\$258,396.36)	67.6%
ATTENDANCE & SOCIAL WORK					
Salaries (-)	\$31,086.38	\$279,777.42	\$404,123.00	\$124,345.58	69.2%
Employee Benefits (-)	\$3,681.62	\$30,381.47	\$41,196.00	\$10,814.53	73.7%
Supplies & Materials (-)	\$126.11	\$752.64	\$1,000.00	\$247.36	75.3%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$34,894.11)	(\$310,911.53)	(\$446,319.00)	(\$135,407.47)	69.7%
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 04/01/2023 through 04/30/2023

Fiscal Year: 2022-2023

	<u>04/01/2023 - 04/30/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$14,675.39	\$138,360.65	\$159,352.00	\$20,991.35	86.8%
Employee Benefits (-)	\$5,581.79	\$52,862.66	\$65,795.00	\$12,932.34	80.3%
Purchased Services (-)	\$6,112.50	\$41,071.59	\$31,000.00	(\$10,071.59)	132.5%
Supplies & Materials (-)	\$288.30	\$4,693.05	\$5,300.00	\$606.95	88.5%
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	(\$26,657.98)	(\$237,211.23)	(\$266,047.00)	(\$28,835.77)	89.2%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$13,814.16	\$124,327.44	\$179,584.00	\$55,256.56	69.2%
Employee Benefits (-)	\$3,063.60	\$24,923.39	\$37,804.00	\$12,880.61	65.9%
Purchased Services (-)	\$0.00	\$0.00	\$1,100.00	\$1,100.00	0.0%
Supplies & Materials (-)	\$41.98	\$1,314.57	\$1,850.00	\$535.43	71.1%
Sub-total : PSYCHOLOGICAL SERVICES	(\$16,919.74)	(\$150,565.40)	(\$220,338.00)	(\$69,772.60)	68.3%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$21,122.38	\$190,101.42	\$274,591.00	\$84,489.58	69.2%
Employee Benefits (-)	\$3,312.80	\$27,123.42	\$41,079.00	\$13,955.58	66.0%
Purchased Services (-)	\$0.00	\$443.16	\$360.00	(\$83.16)	123.1%
Supplies & Materials (-)	\$78.89	\$485.21	\$1,800.00	\$1,314.79	27.0%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$24,514.07)	(\$218,153.21)	(\$317,830.00)	(\$99,676.79)	68.6%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$6,594.60	\$53,695.99	\$101,000.00	\$47,304.01	53.2%
Employee Benefits (-)	\$434.61	\$3,419.58	\$9,732.00	\$6,312.42	35.1%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$7,029.21)	(\$57,115.57)	(\$110,732.00)	(\$53,616.43)	51.6%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$25,698.06	\$298,150.02	\$364,189.00	\$66,038.98	81.9%
Employee Benefits (-)	\$4,379.81	\$47,721.28	\$56,095.00	\$8,373.72	85.1%
Purchased Services (-)	\$8,091.38	\$26,427.66	\$73,126.00	\$46,698.34	36.1%
Supplies & Materials (-)	\$44.18	\$663.15	\$1,500.00	\$836.85	44.2%
Other Objects (-)	\$0.00	\$2,538.02	\$1,800.00	(\$738.02)	141.0%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$38,213.43)	(\$375,500.13)	(\$496,710.00)	(\$121,209.87)	75.6%
EDUCATIONAL MEDIA					
Salaries (-)	\$21,001.70	\$189,015.30	\$273,022.00	\$84,006.70	69.2%
Employee Benefits (-)	\$2,550.38	\$21,033.93	\$31,775.00	\$10,741.07	66.2%
Supplies & Materials (-)	\$578.23	\$9,910.24	\$16,000.00	\$6,089.76	61.9%
Sub-total : EDUCATIONAL MEDIA	(\$24,130.31)	(\$219,959.47)	(\$320,797.00)	(\$100,837.53)	68.6%
ADMIN SERVICES - BOARD OF ED					
Employee Benefits (-)	\$0.00	\$62,173.25	\$62,000.00	(\$173.25)	100.3%
Purchased Services (-)	\$15,275.23	\$168,441.06	\$212,700.00	\$44,258.94	79.2%
Supplies & Materials (-)	\$609.32	\$1,127.60	\$2,500.00	\$1,372.40	45.1%
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 04/01/2023 through 04/30/2023

Fiscal Year: 2022-2023

	<u>04/01/2023 - 04/30/2023</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	(\$15,884.55)	(\$238,281.91)	(\$287,240.00)	(\$48,958.09)	83.0%
SUPERINTENDENT					
Salaries (-)	\$19,019.44	\$248,902.54	\$268,850.00	\$19,947.46	92.6%
Employee Benefits (-)	\$3,501.15	\$47,380.30	\$53,601.00	\$6,220.70	88.4%
Purchased Services (-)	\$617.25	\$9,196.15	\$3,900.00	(\$5,296.15)	235.8%
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 (-)	\$0.00	\$1,298.00	\$3,000.00	\$1,702.00	43.3%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : SUPERINTENDENT	(\$23,137.84)	(\$306,792.22)	(\$332,351.00)	(\$25,558.78)	92.3%
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	\$585,568.94	\$688,889.00	\$103,320.06	85.0%
Employee Benefits (-)	\$17,583.53	\$179,207.12	\$215,627.00	\$36,419.88	83.1%
Purchased Services (-)	\$85.09	\$2,973.70	\$5,050.00	\$2,076.30	58.9%
Supplies & Materials (-)	\$483.56	\$1,431.98	\$4,000.00	\$2,568.02	35.8%
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	(\$70,999.45)	(\$773,463.44)	(\$920,666.00)	(\$147,202.56)	84.0%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	\$14,623.84	\$160,862.24	\$190,110.00	\$29,247.76	84.6%
Employee Benefits (-)	\$2,612.29	\$26,672.62	\$31,941.00	\$5,268.38	83.5%
Other Objects (-)	\$0.00	\$1,134.00	\$1,400.00	\$266.00	81.0%
Sub-total : OPERATION OF BUSINESS SERVICES	(\$17,236.13)	(\$188,668.86)	(\$223,451.00)	(\$34,782.14)	84.4%
FISCAL SERVICES					
Salaries (-)	\$18,014.26	\$194,531.52	\$231,039.00	\$36,507.48	84.2%
Employee Benefits (-)	\$7,855.03	\$79,394.96	\$93,417.00	\$14,022.04	85.0%
Purchased Services (-)	\$4,038.40	\$8,832.24	\$123,500.00	\$114,667.76	7.2%
Supplies & Materials (-)	\$421.77	\$3,773.11	\$5,500.00	\$1,726.89	68.6%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 04/01/2023 through 04/30/2023

Fiscal Year: 2022-2023

	<u>04/01/2023 - 04/30/2023</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 (-)	\$4,791.67	\$22,861.80	\$20,000.00	(\$2,861.80)	114.3%
Non-Capitalized Equipment (-)	\$0.00	\$548.67	\$1,500.00	\$951.33	36.6%
Sub-total : FISCAL SERVICES	(\$35,121.13)	(\$309,942.30)	(\$475,706.00)	(\$165,763.70)	65.2%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	\$5,237.97	\$608,179.92	\$596,118.00	(\$12,061.92)	102.0%
Capital Expenditures (-)	\$199,075.96	\$1,390,543.46	\$3,077,144.00	\$1,686,600.54	45.2%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$204,313.93)	(\$1,998,723.38)	(\$3,673,262.00)	(\$1,674,538.62)	54.4%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	\$39,147.19	\$436,890.47	\$526,163.00	\$89,272.53	83.0%
Employee Benefits (-)	\$12,975.07	\$142,807.63	\$171,678.00	\$28,870.37	83.2%
Purchased Services (-)	\$66,782.98	\$781,903.09	\$960,700.00	\$178,796.91	81.4%
Supplies & Materials (-)	\$25,524.21	\$291,802.82	\$453,014.00	\$161,211.18	64.4%
Capital Expenditures (-)	\$10,905.98	\$92,135.84	\$439,500.00	\$347,364.16	21.0%
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	(\$155,335.43)	(\$1,747,452.04)	(\$2,582,805.00)	(\$835,352.96)	67.7%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$137,534.24	\$1,056,607.91	\$1,440,000.00	\$383,392.09	73.4%
Sub-total : PUPIL TRANSPORTATION	(\$137,534.24)	(\$1,056,607.91)	(\$1,440,000.00)	(\$383,392.09)	73.4%
FOOD SERVICES					
Salaries (-)	\$21,152.77	\$209,116.20	\$250,708.00	\$41,591.80	83.4%
Employee Benefits (-)	\$8,720.57	\$84,963.39	\$103,366.00	\$18,402.61	82.2%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Supplies & Materials (-)	\$20,290.36	\$198,097.47	\$262,000.00	\$63,902.53	75.6%
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	(\$50,163.70)	(\$493,047.84)	(\$629,574.00)	(\$136,526.16)	78.3%
INTERNAL SERVICES					
Purchased Services (-)	\$1,468.82	\$16,864.56	\$27,100.00	\$10,235.44	62.2%
Supplies & Materials (-)	\$0.00	\$172.00	\$1,500.00	\$1,328.00	11.5%
Sub-total : INTERNAL SERVICES	(\$1,468.82)	(\$17,036.56)	(\$28,600.00)	(\$11,563.44)	59.6%
INFORMATION SERVICES					
Salaries (-)	\$0.00	\$53,312.52	\$78,534.00	\$25,221.48	67.9%
Employee Benefits (-)	\$0.00	\$21,155.46	\$30,706.00	\$9,550.54	68.9%
Purchased Services (-)	\$0.00	\$21,662.31	\$34,250.00	\$12,587.69	63.2%
Supplies & Materials (-)	\$1,865.05	\$7,328.72	\$6,000.00	(\$1,328.72)	122.1%
Other Objects (-)	\$0.00	\$250.00	\$1,000.00	\$750.00	25.0%
Sub-total : INFORMATION SERVICES	(\$1,865.05)	(\$103,709.01)	(\$150,490.00)	(\$46,780.99)	68.9%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 04/01/2023 through 04/30/2023

Fiscal Year: 2022-2023

	<u>04/01/2023 - 04/30/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$43,070.21	\$441,327.56	\$534,698.00	\$93,370.44	82.5%
Employee Benefits (-)	\$13,377.47	\$136,437.60	\$183,891.00	\$47,453.40	74.2%
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	(\$56,447.68)	(\$578,309.78)	(\$719,589.00)	(\$141,279.22)	80.4%
COMMUNITY SERVICES					
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : COMMUNITY SERVICES	\$0.00	\$0.00	(\$2,000.00)	(\$2,000.00)	0.0%
PAYMENTS TO OTHER LEAs					
Purchased Services (-)	\$97,785.00	\$161,500.00	\$164,000.00	\$2,500.00	98.5%
Other Objects (-)	\$1,153,706.04	\$2,503,413.20	\$2,439,019.00	(\$64,394.20)	102.6%
Sub-total : PAYMENTS TO OTHER LEAs	(\$1,251,491.04)	(\$2,664,913.20)	(\$2,603,019.00)	\$61,894.20	102.4%
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	\$124,702.38	\$147,376.00	\$22,673.62	84.6%
Employee Benefits (-)	\$3,568.55	\$36,520.54	\$43,347.00	\$6,826.46	84.3%
Other Objects (-)	\$0.00	\$400.00	\$1,000.00	\$600.00	40.0%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$14,905.13)	(\$161,622.92)	(\$191,723.00)	(\$30,100.08)	84.3%
Total : EXPENDITURES	(\$3,229,080.40)	(\$23,497,910.85)	(\$33,250,483.00)	(\$9,752,572.15)	70.7%
NET INCREASE (DECREASE)	\$4,748,129.68	\$7,932,556.40	(\$1,525,962.00)	(\$9,458,518.40)	519.8%

End of Report

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

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	\$599,784.96	\$5,400,958.02	\$2,292,087.81	\$42,131.17
200 - EMPLOYEE BENEFITS	\$1,302,684.00	\$89,188.58	\$743,408.39	\$351,244.79	\$208,030.82
300 - PURCHASED SERVICES	\$216,005.00	\$4,051.30	\$133,823.23	\$20,602.00	\$61,579.77
400 - SUPPLIES & MATERIALS	\$549,480.00	\$7,903.48	\$238,490.43	\$223,921.92	\$87,067.65
500 - CAPITAL OUTLAY	\$204,000.00	\$4,678.00	\$113,916.18	\$52,542.89	\$37,540.93
600 - OTHER OBJECTS	\$1,800.00	\$100.00	\$325.00	\$0.00	\$1,475.00
700 - NON-CAPITAL EQUIPMENT	\$117,500.00	\$781.36	\$5,583.41	\$51,564.46	\$60,352.13
800 - TERMINATION/VACATION PAYMENTS	\$397,000.00	\$5,564.22	\$236,578.07	\$22,256.84	\$138,165.09
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$225,356.00	\$18,266.64	\$164,399.76	\$60,754.59	\$201.65
200 - EMPLOYEE BENEFITS	\$58,224.00	\$4,767.18	\$42,369.90	\$9,664.92	\$6,189.18
400 - SUPPLIES & MATERIALS	\$4,300.00	\$851.69	\$2,514.31	\$73.13	\$1,712.56
700 - NON-CAPITAL EQUIPMENT	\$750.00	\$0.00	\$194.02	\$0.00	\$555.98
1200 - SPECIAL ED PROGRAMS K-12					
100 - SALARIES	\$1,198,065.00	\$92,069.66	\$836,575.55	\$305,179.10	\$56,310.35
200 - EMPLOYEE BENEFITS	\$286,424.00	\$21,226.16	\$156,776.34	\$57,364.55	\$72,283.11
300 - PURCHASED SERVICES	\$600.00	\$0.00	\$535.75	\$0.00	\$64.25
400 - SUPPLIES & MATERIALS	\$5,500.00	\$64.03	\$1,069.69	\$730.39	\$3,699.92
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	\$1,742.40	\$0.00	\$3,257.60
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$585,251.00	\$45,018.96	\$405,170.64	\$180,076.36	\$4.00
200 - EMPLOYEE BENEFITS	\$102,383.00	\$7,874.42	\$64,895.06	\$31,497.71	\$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	\$75.14	\$5,711.50	\$179.16	\$6,359.34
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$90,000.00	\$1,417.70	\$73,700.90	\$2,434.44	\$13,864.66
200 - EMPLOYEE BENEFITS	\$1,200.00	\$14.98	\$776.88	\$22.47	\$400.65
400 - SUPPLIES & MATERIALS	\$5,500.00	\$0.00	\$6,886.70	\$0.00	(\$1,386.70)
500 - CAPITAL OUTLAY	\$1,500.0016	\$0.00	\$0.00	\$0.00	\$1,500.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date: 4/1/2023 To Date: 4/30/2023

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	\$256.50	\$31,596.04	\$22,483.17	(\$11,588.21)
200 - EMPLOYEE BENEFITS	\$4,315.00	\$30.12	\$3,078.23	\$36.15	\$1,200.62
400 - SUPPLIES & MATERIALS	\$3,117.00	\$0.00	\$1,709.61	\$0.00	\$1,407.39
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$450,386.00	\$34,645.06	\$311,805.54	\$138,580.46	\$0.00
200 - EMPLOYEE BENEFITS	\$64,287.00	\$5,255.80	\$42,582.56	\$21,023.21	\$681.23
400 - SUPPLIES & MATERIALS	\$4,250.00	\$115.00	\$3,185.22	\$421.93	\$642.85
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$693,562.00	\$52,653.22	\$468,094.10	\$207,535.52	\$17,932.38
200 - EMPLOYEE BENEFITS	\$91,365.00	\$7,386.50	\$59,424.13	\$29,241.94	\$2,698.93
300 - PURCHASED SERVICES	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00
400 - SUPPLIES & MATERIALS	\$1,750.00	\$202.59	\$5,887.12	\$112.92	(\$4,250.04)
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$404,123.00	\$31,086.38	\$279,777.42	\$124,345.58	\$0.00
200 - EMPLOYEE BENEFITS	\$35,333.00	\$3,248.39	\$26,465.04	\$12,992.06	(\$4,124.10)
400 - SUPPLIES & MATERIALS	\$1,000.00	\$126.11	\$752.64	\$0.00	\$247.36
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	\$14,675.39	\$138,360.65	\$23,518.95	(\$2,527.60)
200 - EMPLOYEE BENEFITS	\$36,803.00	\$3,466.44	\$31,167.66	\$5,201.91	\$433.43
300 - PURCHASED SERVICES	\$31,000.00	\$6,112.50	\$41,071.59	\$0.00	(\$10,071.59)
400 - SUPPLIES & MATERIALS	\$5,300.00	\$288.30	\$4,693.05	\$0.00	\$606.95
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	\$124,327.44	\$55,256.56	\$0.00
200 - EMPLOYEE BENEFITS	\$35,198.00	\$2,878.94	\$23,244.56	\$11,515.76	\$437.68
300 - PURCHASED SERVICES	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00
400 - SUPPLIES & MATERIALS	\$1,850.00	\$41.98	\$1,314.57	\$63.58	\$471.85
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
100 - SALARIES	\$274,591.00 ¹⁷	\$21,122.38	\$190,101.42	\$84,489.58	\$0.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date: 4/1/2023 To Date: 4/30/2023

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	\$3,029.26	\$24,547.10	\$12,114.04	\$433.86
300 - PURCHASED SERVICES	\$360.00	\$0.00	\$443.16	\$0.00	(\$83.16)
400 - SUPPLIES & MATERIALS	\$1,800.00	\$78.89	\$485.21	\$530.20	\$784.59
2190 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$101,000.00	\$6,594.60	\$53,695.99	\$8,205.53	\$39,098.48
200 - EMPLOYEE BENEFITS	\$900.00	\$21.06	\$178.81	\$39.75	\$681.44
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$364,189.00	\$25,698.06	\$298,150.02	\$48,968.56	\$17,070.42
200 - EMPLOYEE BENEFITS	\$41,959.00	\$3,360.87	\$35,540.58	\$4,990.14	\$1,428.28
300 - PURCHASED SERVICES	\$73,126.00	\$8,091.38	\$26,427.66	\$0.00	\$46,698.34
400 - SUPPLIES & MATERIALS	\$1,500.00	\$44.18	\$663.15	\$0.00	\$836.85
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$2,538.02	\$0.00	(\$738.02)
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$273,022.00	\$21,001.70	\$189,015.30	\$84,006.70	\$0.00
200 - EMPLOYEE BENEFITS	\$27,814.00	\$2,256.84	\$18,380.24	\$9,027.36	\$406.40
400 - SUPPLIES & MATERIALS	\$16,000.00	\$578.23	\$9,910.24	\$1,430.37	\$4,659.39
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	\$15,275.23	\$168,441.06	\$0.00	\$44,258.94
400 - SUPPLIES & MATERIALS	\$2,500.00	\$609.32	\$1,127.60	\$0.00	\$1,372.40
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	\$248,902.54	\$38,038.89	(\$18,091.43)
200 - EMPLOYEE BENEFITS	\$49,650.00	\$3,226.45	\$43,785.64	\$4,821.37	\$1,042.99
300 - PURCHASED SERVICES	\$3,900.00	\$617.25	\$9,196.15	\$0.00	(\$5,296.15)
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	\$0.00	\$1,298.00	\$0.00	\$1,702.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
100 - SALARIES	\$147,376.00	\$11,336.58	\$124,702.38	\$22,561.55	\$112.07
200 - EMPLOYEE BENEFITS	\$38,258.00	\$3,210.59	\$32,343.21	\$4,829.68	\$1,085.11
600 - OTHER OBJECTS	\$1,000.00 ¹⁸	\$0.00	\$400.00	\$0.00	\$600.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

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	\$585,568.94	\$104,738.83	(\$1,418.77)
200 - EMPLOYEE BENEFITS	\$179,022.00	\$15,165.69	\$150,148.57	\$28,631.96	\$241.47
300 - PURCHASED SERVICES	\$5,050.00	\$85.09	\$2,973.70	\$0.00	\$2,076.30
400 - SUPPLIES & MATERIALS	\$4,000.00	\$483.56	\$1,431.98	\$0.00	\$2,568.02
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	\$160,862.24	\$29,247.63	\$0.13
200 - EMPLOYEE BENEFITS	\$29,183.00	\$2,401.87	\$24,365.02	\$4,803.23	\$14.75
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	\$194,531.52	\$36,028.34	\$479.14
200 - EMPLOYEE BENEFITS	\$54,870.00	\$5,310.99	\$48,919.11	\$10,620.48	(\$4,669.59)
300 - PURCHASED SERVICES	\$123,500.00	\$4,038.40	\$8,832.24	\$0.00	\$114,667.76
400 - SUPPLIES & MATERIALS	\$5,500.00	\$421.77	\$3,773.11	\$0.00	\$1,726.89
500 - CAPITAL OUTLAY	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
600 - OTHER OBJECTS	\$20,000.00	\$4,791.67	\$22,861.80	\$0.00	(\$2,861.80)
700 - NON-CAPITAL EQUIPMENT	\$1,500.00	\$0.00	\$548.67	\$0.00	\$951.33
2560 - FOOD SERVICES					
100 - SALARIES	\$250,708.00	\$21,152.77	\$209,116.20	\$33,375.70	\$8,216.10
200 - EMPLOYEE BENEFITS	\$61,893.00	\$5,735.12	\$52,181.28	\$8,867.89	\$843.83
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
400 - SUPPLIES & MATERIALS	\$262,000.00	\$20,290.36	\$198,097.47	\$0.00	\$63,902.53
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	\$1,468.82	\$16,864.56	\$0.00	\$10,235.44
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$172.00	\$0.00	\$1,328.00
2630 - INFORMATION SERVICES					
100 - SALARIES	\$78,534.00	\$0.00	\$53,312.52	\$0.00	\$25,221.48
200 - EMPLOYEE BENEFITS	\$17,646.00	\$0.00	\$12,106.25	\$0.00	\$5,539.75
300 - PURCHASED SERVICES	\$34,250.00 ¹⁹	\$0.00	\$21,662.31	\$0.00	\$12,587.69

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

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	\$1,865.05	\$7,328.72	\$0.00	(\$1,328.72)
600 - OTHER OBJECTS	\$1,000.00	\$0.00	\$250.00	\$0.00	\$750.00
2660 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$534,698.00	\$43,070.21	\$441,327.56	\$82,610.59	\$10,759.85
200 - EMPLOYEE BENEFITS	\$119,278.00	\$8,784.21	\$86,530.47	\$15,163.61	\$17,583.92
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	\$97,785.00	\$161,500.00	\$0.00	\$2,500.00
600 - OTHER OBJECTS	\$2,439,019.00	\$1,153,706.04	\$2,503,413.20	\$0.00	(\$64,394.20)
10 - EDUCATIONAL Total:	\$23,003,579.00	\$2,697,196.14	\$16,807,692.72	\$4,992,669.21	\$1,203,217.07

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

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

Account Type: EXPENDITURE

Print accounts with zero balance
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FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
20 - OPERATIONS & MAINTENANCE					
0 - EXPENDITURES					
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
100 - SALARIES	\$526,163.00	\$39,147.19	\$436,890.47	\$76,667.47	\$12,605.06
200 - EMPLOYEE BENEFITS	\$83,217.00	\$7,185.45	\$71,916.84	\$14,370.40	(\$3,070.24)
300 - PURCHASED SERVICES	\$960,700.00	\$66,782.98	\$781,903.09	\$10,787.84	\$168,009.07
400 - SUPPLIES & MATERIALS	\$453,014.00	\$25,524.21	\$291,802.82	\$13,533.28	\$147,677.90
500 - CAPITAL OUTLAY	\$186,500.00	\$10,905.98	\$42,135.84	\$18,980.29	\$125,383.87
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	\$149,545.81	\$1,626,561.25	\$134,339.28	\$480,443.47

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

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:4/1/2023 To Date:4/30/2023

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	\$137,534.24	\$1,056,607.91	\$0.00	\$383,392.09
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40 - TRANSPORTATION Total:	\$1,440,000.00	\$137,534.24	\$1,056,607.91	\$0.00	\$383,392.09
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

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

Account Type: EXPENDITURE

Print accounts with zero balance
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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	\$202.83	\$1,993.73	\$323.56	\$1,557.71
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,700.00	\$372.80	\$3,887.10	\$559.20	\$253.70
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$30,100.00	\$1,978.25	\$21,416.54	\$3,117.31	\$5,566.15
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$2,400.00	\$16.82	\$511.20	\$48.53	\$1,840.27
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	\$20.71	\$106.17	\$33.67	\$160.16
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$16,800.00	\$1,110.93	\$12,173.37	\$1,710.26	\$2,916.37
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$1,100.00	\$6.26	\$6.26	\$0.00	\$1,093.74
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$5,600.00	\$359.28	\$4,699.38	\$718.56	\$182.06
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$1,750.00	\$112.70	\$1,471.88	\$216.94	\$61.18
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$15,720.00	\$1,011.57	\$13,284.70	\$2,022.77	\$412.53
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$21,000.00	\$1,363.68	\$17,449.31	\$2,727.35	\$823.34
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$48,200.00	\$2,960.53	\$39,128.10	\$5,797.90	\$3,274.00
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$22,300.00	\$1,543.62	\$18,388.46	\$2,453.53	\$1,458.01
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$7,050.00	\$0.00	\$4,978.18	\$0.00	\$2,071.82
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$34,000.00	\$2,300.56	\$26,899.86	\$4,333.92	\$2,766.22
51 - IMRF Total:	\$215,895.00²⁴	\$13,360.54	\$166,593.28	\$24,063.50	\$25,238.22

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

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	\$9,158.32	\$83,660.09	\$32,622.69	\$7,932.22
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,489.00	\$416.10	\$3,749.65	\$1,095.81	\$1,643.54
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$38,433.00	\$2,552.68	\$24,287.43	\$6,199.03	\$7,946.54
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$8,492.00	\$616.17	\$5,590.13	\$2,467.22	\$434.65
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,805.00	\$30.78	\$1,746.21	\$67.84	\$1,990.95
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,785.00	\$3.56	\$857.06	\$4.25	\$3,923.69
1650 - GIFTED PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,534.00	\$473.56	\$4,291.15	\$1,893.64	\$349.21
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,639.00	\$731.60	\$6,508.12	\$2,854.30	\$276.58
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$5,863.00	\$433.23	\$3,916.43	\$1,732.96	\$213.61
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$12,192.00	\$1,004.42	\$9,521.63	\$1,550.96	\$1,119.41
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,606.00	\$184.66	\$1,678.83	\$737.57	\$189.60
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$3,984.00	\$283.54	\$2,576.32	\$1,134.16	\$273.52
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$7,732.00	\$407.29	\$3,234.51	\$431.63	\$4,065.86
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$8,536.00	\$659.66	\$7,481.32	\$1,286.32	(\$231.64)
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,961.00	\$293.54	\$2,653.69	\$1,173.19	\$134.12
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$3,951.00	\$274.70	\$3,594.66	\$549.40	(\$193.06)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

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	\$2,705.45	\$481.98	\$151.57
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$20,885.00	\$1,406.27	\$15,773.85	\$2,799.97	\$2,311.18
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,758.00	\$210.42	\$2,307.60	\$420.84	\$29.56
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$17,547.00	\$1,180.36	\$13,026.54	\$2,357.94	\$2,162.52
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$40,261.00	\$2,829.09	\$31,762.69	\$5,533.74	\$2,964.57
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$19,173.00	\$1,441.83	\$14,393.65	\$2,280.46	\$2,498.89
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$6,010.00	\$0.00	\$4,071.03	\$0.00	\$1,938.97
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$30,613.00	\$2,292.70	\$23,007.27	\$4,340.39	\$3,265.34
52 - SOCIAL SECURITY AND MEDICARE Total:	\$391,803.00	\$27,129.74	\$272,395.31	\$74,016.29	\$45,391.40

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

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	\$5,237.97	\$559,667.92	\$0.00	\$11,450.08
500 - CAPITAL OUTLAY	\$3,077,144.00	\$199,075.96	\$1,390,543.46	\$345,400.83	\$1,341,199.71
60 - CAPITAL PROJECTS Total:	\$3,648,262.00	\$204,313.93	\$1,950,211.38	\$345,400.83	\$1,352,649.79

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

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
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2366 - JUDGMENTS/SETTLEMENTS

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

300 - PURCHASED SERVICES	\$150,000.00	\$0.00	\$23,509.00	\$0.00	\$126,491.00
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80 - TORT IMMUNITY Total:	\$224,000.00	\$0.00	\$24,612.00	\$0.00	\$199,388.00
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

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	\$48,512.00	\$0.00	(\$23,512.00)
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 2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY	\$253,000.00	\$0.00	\$50,000.00	\$0.00	\$203,000.00
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90 - FIRE PREVENTION & SAFETY Total:	\$278,000.00	\$0.00	\$98,512.00	\$0.00	\$179,488.00
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:4/1/2023 To Date:4/30/2023

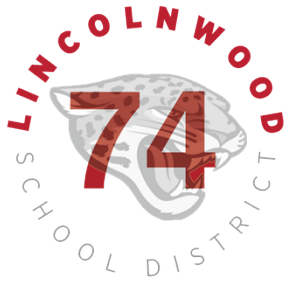
Account Mask: ??????????????????

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	\$3,229,080.40	\$23,497,910.85	\$5,570,489.11	\$4,182,083.04

End of Report



Executive Summary Finance Committee Meeting

DATE: June 8, 2023

TOPIC: Draft of Fiscal Year 2024 Tentative Budget

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Annually, the Board of Education must approve the School District Budget. The Tentative FY24 Budget will be presented at the August 3, 2023 Board of Education meeting followed by a September 7th formal adoption at the Public Hearing held during the Board of Education meeting.

Fiscal Impact:

Please refer to the attachment

Recommendation:

This presentation is for informational purposes. The Administration requests direction from the Finance Committee on potential adjustments to the FY24 Tentative Budget Draft that can be made in preparation for the in-depth second review to be held during the July Finance Committee agenda.

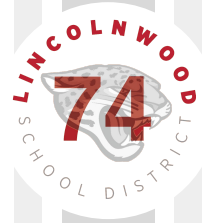


2023-24 Tentative Budget Draft

Finance Committee Meeting

June 8, 2023

Fiscal Year 2024 Budget Timeline



Date	Activity	Location
MAY 18	Review assumptions to consider for Preliminary Budgeting	Finance Mtg
JUN 08	Present Tentative Budget Draft for Discussion; Adjust accordingly	Finance Mtg
JUL 20	Present Tentative Budget; Request 30-day notice in newspaper	Finance Mtg
JUL 21	Display the Tentative Budget on District's Website	Website
AUG 03	Publish 30-day notice of Budget Availability & Budget Public Hearing	Newspaper
AUG 03	Present the Tentative Budget	Board Mtg
SEP 07	Public Hearing & Budget Adoption	Board Mtg
SEP 08	Display the Adopted Budget on the District's Website	Website
SEP 08	File certified copy of Budget with Cook County Clerk (may file online)	Cook Clerk
SEP 08	Submit Budget electronically to ISBE	ISBE

FY23 Fund Balance on May 28, 2023

Fund	Description	Beginning Bal.	Revenue	Expense	Transfers	FB 5/28/23
10	EDUC	\$13,022,792	\$23,234,516	-\$18,611,041	\$0	\$17,646,267
20	O&M	\$3,494,769	\$2,544,060	-\$1,772,400	\$0	\$4,266,429
30	DEBT	\$829,926	\$1,771,468	-\$1,494,725	\$0	\$1,106,669
40	TRANSP	\$1,442,826	\$1,667,303	-\$1,211,351	\$0	\$1,898,778
51	IMRF	\$448,606	\$545,782	-\$180,363	\$0	\$814,025
52	SS/MCARE	\$139,099	\$614,989	-\$300,492	\$0	\$453,596
60	CAP PROJ	\$5,825,262	\$665,398	-\$2,015,783	\$0	\$4,474,877
70	WRK CASH	\$573,446	\$8,122	\$0	\$0	\$581,569
80	TORT	\$249,409	\$392,873	-\$24,612	\$0	\$617,670
90	HLS/FP	\$2,617,557	\$539,340	-\$98,512	\$0	\$3,058,385
	TOTALS	\$28,643,692	\$31,983,852	-\$25,709,279	\$0	\$34,918,265

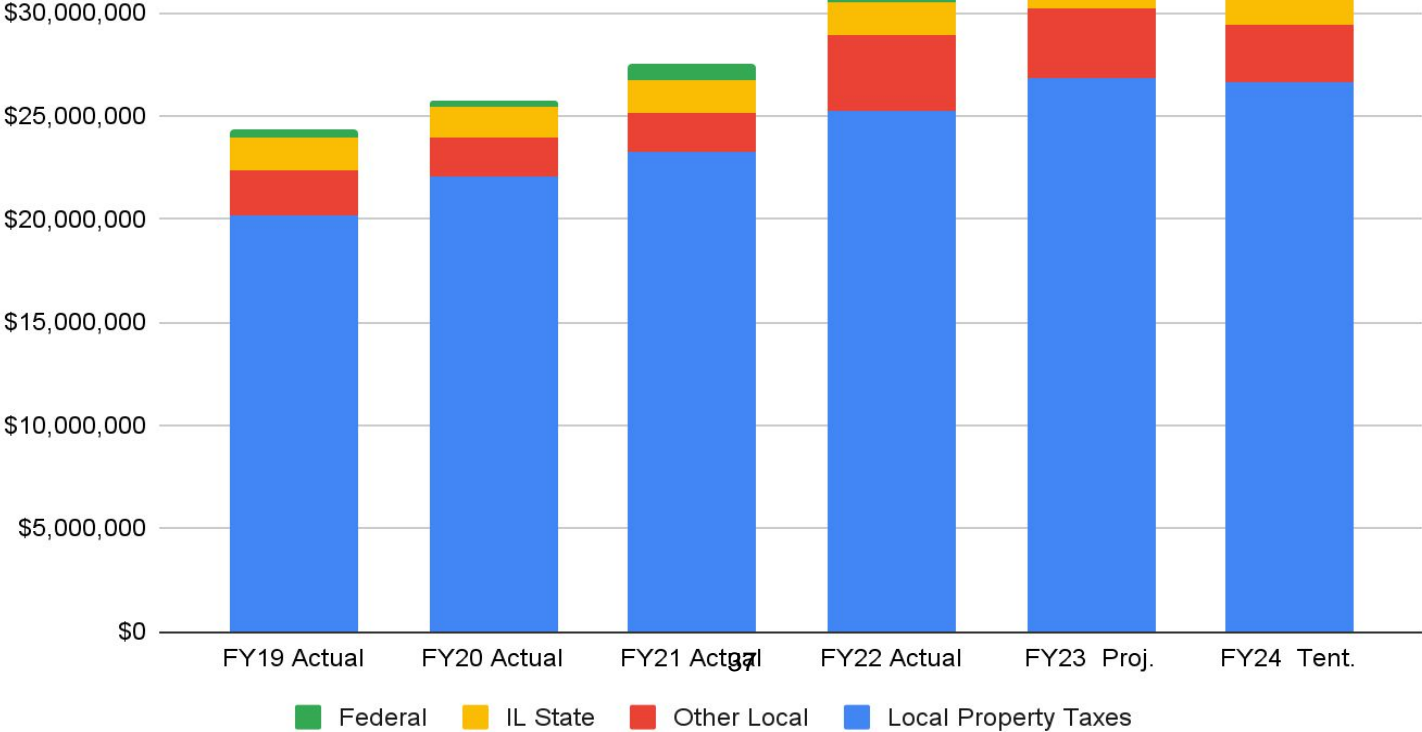
Projected FY23 Fund Balance on June 30, 2023

FB 5/28/23	Future REV	Future EXP	Transfers	Est. FB 6/30/23	Description
\$17,646,267	\$1,776,193	-\$3,827,123	\$0	\$15,595,337	EDUC
\$4,266,429	\$105,681	-\$113,118	\$0	\$4,258,992	O&M
\$1,106,669	\$30,746	-\$312,875	\$0	\$824,540	DEBT
\$1,898,778	\$116,501	-\$192,000	\$0	\$1,823,279	TRANSP
\$814,025	\$6,225	-\$42,720	\$0	\$777,531	IMRF
\$453,596	\$5,000	-\$23,801	\$0	\$434,795	SS/MCARE
\$4,474,877	\$33,841	-\$117,463	\$0	\$4,391,255	CAP PROJ
\$581,569	\$87,841		\$0	\$669,410	WRK CASH
\$617,670	\$3,200	-\$183,156	\$0	\$437,714	TORT
\$3,058,385	\$21,521	-\$29,290	\$0	\$3,050,616	HLS/FP
\$34,918,265	\$2,186,749	-\$4,841,546	³⁵ \$0	\$32,263,468	Total

Revenue History by Source

Revenue by Source	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Proj.	FY24 Tent.
Local Property Taxes	\$20,171,156	\$22,054,854	\$23,260,768	\$25,220,399	\$26,808,554	\$26,678,551
Other Local	\$2,237,405	\$1,873,804	\$1,850,054	\$3,699,831	\$3,386,758	\$2,740,580
IL State	\$1,575,395	\$1,522,379	\$1,628,741	\$1,562,087	\$1,644,299	\$1,566,000
Federal	\$365,216	\$310,781	\$814,867	\$1,483,374	\$2,330,990	\$877,435
TOTAL	\$24,349,172	\$25,761,818	\$27,554,430	\$31,965,691	\$34,170,601	\$31,862,566
Bonds (not Revenue)	\$6,039,929	\$0	\$7,060,050	\$0	\$0	\$0

Revenue History by Source



Revenue Review: FY22 Actual, FY23 Projected & FY24 Draft

FY22 Actual REV	R.E. Collections	Other Local	IL State	Federal	REV by Fund
10/Ed	\$19,321,913	\$2,218,451	\$1,171,540	\$1,483,374	\$24,195,277
20/O+M	\$2,261,022	\$161,916			\$2,422,939
30/Debt	\$1,712,192	\$17,900			\$1,730,091
40/Transp.	\$662,266	\$551,591	\$340,547		\$1,554,404
50/IMRF-SS-Mdc	\$538,896	\$376,369			\$915,266
60/Cap Proj.		\$98,959			\$98,959
70/WC	\$85,559	\$24,013			\$109,572
80/Tort	\$118,804	\$202,334			\$321,138
90/HLS	\$519,748	\$48,299	\$50,000		\$618,047
REV by Source	\$25,220,399	\$3,699,832	\$1,562,087	\$1,483,374	\$31,965,692

FY23 REV 5/28/23	R.E. Collections	Other Local	IL State	Federal	REV by Fund
10/Ed	\$19,035,428	\$1,476,881	\$1,089,209	\$1,632,998	\$23,234,516
20/O+M	\$2,254,979	\$275,288	\$6,400	\$7,392	\$2,544,060
30/Debt	\$1,763,475	\$7,993			\$1,771,468
40/Transp.	\$774,540	\$503,410	\$389,352		\$1,667,303
50/IMRF-SS-Mdc	\$581,161	\$579,610			\$1,160,771
60/Cap Proj.		\$62,268		\$603,130	\$665,398
70/WC	\$668	\$7,454			\$8,122
80/Tort	\$216,067	\$176,806			\$392,873
90/HLS	\$454,703	\$34,638	\$50,000		\$539,341
REV by Source	\$25,081,022	\$3,124,348	\$1,534,961	\$2,243,520	\$31,983,852
<i>Projected</i>	<i>\$1,727,532</i>	<i>\$262,410</i>	<i>\$109,337</i>	<i>\$87,470</i>	
REV by Source	\$26,808,554	\$3,386,758	\$1,644,299	\$2,330,990	

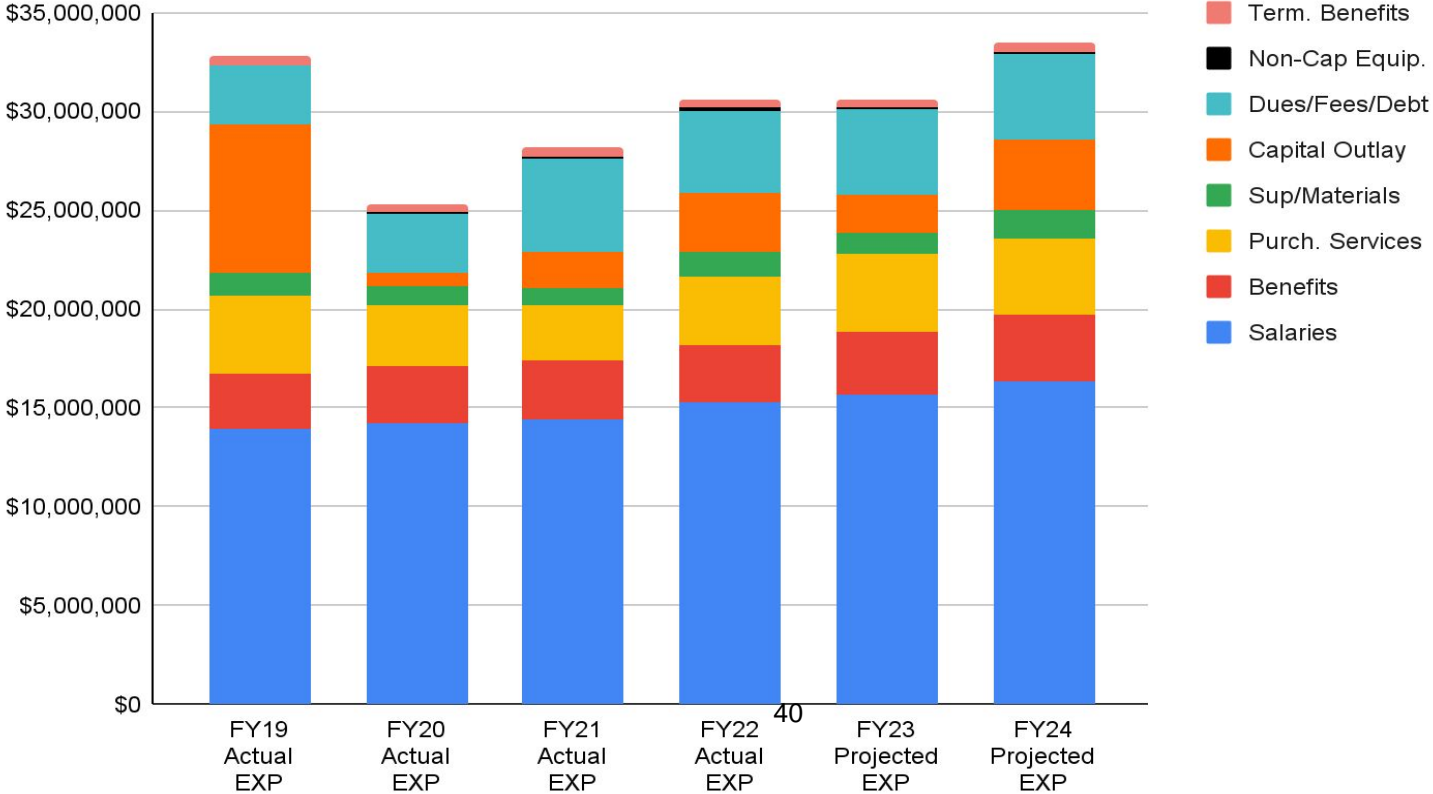
<i>Projected</i>	FY23 Estimate
\$1,776,193	\$25,010,709
\$105,681	\$2,649,741
\$30,746	\$1,802,214
\$116,501	\$1,783,804
\$11,225	\$1,171,996
\$33,841	\$699,239
\$87,841	\$95,963
\$3,200	\$396,073
\$21,521	\$560,862
\$2,186,749	\$34,170,601

FY24 Draft REV	R.E. Collections	Other Local	IL State	Federal	FY24 REV Draft
10/Ed	\$21,428,968	\$2,280,500	\$1,126,000	\$635,435	\$25,470,903
20/O+M	\$1,768,388	\$209,080	\$10,000		\$1,987,468
30/Debt	\$1,641,195	\$11,000			\$1,652,195
40/Transp.	\$1,087,685	\$21,000	\$380,000		\$1,488,685
50/IMRF-SS-Mdc	\$433,863	\$111,500			\$545,363
60/Cap Proj.		\$60,000		\$242,000	\$302,000
70/WC	\$1,116	\$7,500			\$8,616
80/Tort	\$200,462	\$5,000			\$205,462
90/HLS	\$116,874	\$35,000	\$50,000		\$201,874
REV by Source	\$26,678,551	\$2,740,580	\$1,566,000	\$877,435	\$31,862,566

Expenditure History by Object

EXPENDITURES by Object: ALL Funds	FY19 Actual EXP	FY20 Actual EXP	FY21 Actual EXP	FY22 Actual EXP	FY23 Projected EXP	FY24 Projected EXP
Salaries	\$13,901,454	\$14,190,396	\$14,426,786	\$15,246,508	\$15,695,052	\$16,337,276
Benefits	\$2,845,006	\$2,941,605	\$3,012,856	\$2,963,159	\$3,154,369	\$3,333,858
Purch. Services	\$3,947,272	\$3,062,435	\$2,782,474	\$3,459,202	\$3,955,011	\$3,912,555
Sup/Materials	\$1,179,584	\$980,999	\$825,768	\$1,210,546	\$1,037,913	\$1,426,770
Capital Outlay	\$7,426,674	\$686,197	\$1,877,129	\$2,961,667	\$1,906,376	\$3,526,743
Dues/Fees/Debt	\$2,992,571	\$2,917,206	\$4,727,908	\$4,184,779	\$4,402,931	\$4,335,575
Non-Cap Equip.	\$78,852	\$87,830	\$76,530	\$189,742	\$37,769	\$151,700
Term. Benefits	\$393,962	\$453,449	\$455,321	\$418,182	\$361,404	\$435,112
TOTAL	\$32,765,375	\$25,320,117	\$28,184,772	\$30,633,785	\$30,550,825	\$33,459,589

Expenditure History by Object



Expense Review: FY22 Actual, FY23 Projected & FY24 Draft

FY22 Actual EXP	100/Salaries	200/Benefits	300/Services	400/Sup. Mat.	500/Cap	600/Fee-Debt	700/Non-Cap	800/Retirees	FY22 EXP
10/Ed	\$14,754,395	\$2,317,611	\$769,652	\$785,363	\$125,654	\$2,364,231	\$185,186	\$418,182	\$21,720,274
20/O+M	\$492,113	\$73,009	\$905,895	\$425,183	\$100,994	\$0	\$4,556		\$2,001,750
30/Debt						\$1,820,548			\$1,820,548
40/Transp.			\$1,313,563						\$1,313,563
50/IMRF-SS-Mdc		\$572,539							\$572,539
60/Cap Proj.			\$237,830		\$793,659				\$1,031,489
70/WC									
80/Tort			\$154,473						\$154,473
90/HLS			\$77,788		\$1,941,361				\$2,019,149
Total by Object	\$15,246,508	\$2,963,159	\$3,459,201	\$1,210,546	\$2,961,668	\$4,184,779	\$189,742	\$418,182	\$30,633,785

FY23 EXP 5/28/23	100/Salaries	200/Benefits	300/Services	400/Sup. Mat.	500/Cap	600/Fee-Debt	700/Non-Cap	800/Retirees	EXP Thru May	Projected	FY23 Est. EXP
10/Ed	\$12,163,392	\$1,986,284	\$787,706	\$570,041	\$171,549	\$2,576,195	\$28,971	\$326,903	\$18,611,041	\$3,827,123	\$22,438,164
20/O+M	\$477,747	\$79,102	\$855,035	\$313,889	\$44,065	\$0	\$2,561		\$1,772,400	\$113,118	\$1,885,518
30/Debt						\$1,494,725			\$1,494,725	\$312,875	\$1,807,600
40/Transp.			\$1,211,351						\$1,211,351	\$192,000	\$1,403,351
50/IMRF-SS-Mdc		\$480,855							\$480,855	\$66,521	\$547,376
60/Cap Proj.			\$559,800		\$1,455,983				\$2,015,783	\$117,463	\$2,133,246
70/WC											
80/Tort			\$24,612			\$0			\$24,612	\$183,156	\$207,768
90/HLS			\$48,512		\$50,000				\$98,512	\$29,290	\$127,802
Total by Object	\$12,641,139	\$2,546,241	\$3,487,016	\$883,930	\$1,721,597	\$4,070,920	\$31,532	\$326,903	\$25,709,279	\$4,841,546	\$30,550,825
Projected	\$3,053,912	\$608,128	\$467,995	\$153,983	\$184,779	\$332,011	\$6,237	\$34,501			
	\$15,695,052	\$3,154,369	\$3,955,011	\$1,037,913	\$1,906,376	\$4,402,931	\$37,769	\$361,404			

FY24 EXP Draft	100/Salaries	200/Benefits	300/Services	400/Sup. Mat.	500/Cap	600/Fee-Debt	700/Non-Cap	800/Retirees	FY24 Tnt. EXP
10/Ed	\$15,794,883	\$2,677,732	\$976,975	\$1,022,470	\$282,250	\$2,523,600	\$129,700	\$435,112	\$23,842,722
20/O+M	\$542,393	\$92,037	\$994,900	\$404,300	\$201,500	\$1,750	\$22,000		\$2,258,880
30/Debt						\$1,808,225			\$1,808,225
40/Transp.			\$1,490,000						\$1,490,000
50/IMRF-SS-Mdc		\$564,089							\$564,089
60/Cap Proj.			\$239,500		\$1,630,135				\$1,869,635
70/WC									
80/Tort			\$196,000			\$2,000			\$198,000
90/HLS			\$15,180		\$1,412,858				\$1,428,038
Total by Object	\$16,337,276	\$3,333,858	\$3,912,555	\$1,426,770	\$3,526,743	\$4,335,575	\$151,700	\$435,112	\$33,459,589

FY24 Open Enrollment & New Rates Take Effect 7/1/23

FY23 Medical Plans	FY23 Plan Count	FY23 SD74 Cost	FY24 Medical Plan	FY24 Plan Count	*FY24 SD74 Cost
HMO Employee	27	\$157,649	HMO Employee	27	\$169,474
HMO EE Spouse	4	\$47,252	HMO EE Spouse	3	\$39,326
HMO EE Children	12	\$135,455	HMO EE Children	10	\$121,345
HMO Family	15	\$255,720	HMO Family	16	\$292,237
PPO Employee	34	\$310,407	PPO Employee	35	\$339,987
PPO EE Plus One	19	\$306,849	PPO EE Plus One	19	\$326,488
PPO Family	39	\$897,227	PPO Family	41	\$1,000,108
FY23 HMO Total	58	\$596,076	FY24 HMO Total	56	\$622,382
FY23 PPO Total	92	\$1,514,483	FY24 PPO Total	95	\$1,666,583
FY23 Grand Total	150	\$2,110,559	FY24 Grand Total 42	151	\$2,288,965

**\$178,406
Increase
(+8.45%)**

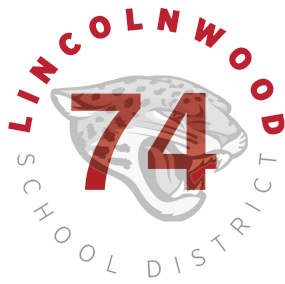
*Without new hires or others make changes due to qualifying life events

27 Employees have NO PLAN but Qualify

26 Employees have NO PLAN but Qualify

Projected FY24 Fund Balance

FUNDS	FY23 Est. Fund Balance June 30, 2023	FY24 Tentative Revenues	FY24 Tentative Expenditures	Transfers	FY24 Projected Fund Balance June 30, 2024
10: Ed	\$15,595,337	\$25,470,903	-\$23,842,722		\$17,223,518
20: O+M	\$4,258,992	\$1,987,468	-\$2,258,880		\$3,987,580
30: Debt	\$824,540	\$1,652,195	-\$1,808,225		\$668,510
40: Transp.	\$1,823,279	\$1,488,685	-\$1,490,000		\$1,821,964
51: IMRF	\$777,531	\$225,746	-\$187,590		\$815,687
52: SS-Medcr	\$434,795	\$319,617	-\$376,499		\$377,913
60: Cap Proj.	\$4,391,255	\$302,000	-\$1,869,635		\$2,823,620
70: WC	\$669,410	\$8,616			\$678,026
80: Tort	\$437,714	\$205,462	-\$198,000		\$445,176
90: HLS	\$3,050,616	\$201,874	-\$1,428,038		\$1,824,452
TOTAL	\$32,263,468	\$31,862,566⁴³	-\$33,459,589	\$0	\$30,666,445



Executive Summary Finance Committee Meeting

DATE: June 8, 2023

TOPIC: E-Rate Category I – AT&T Business Class Internet Access – Signature Needed

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District's current contract for 1000 Mbps of Internet service is well intact and is set to expire in July 2024. The District is in a somewhat vulnerable spot as we currently only have internet accessibility using a single connection. Through the E-Rate program, the District has requested proposals from vendors for additional Internet services to be installed at a different location on campus, thus providing the district with access to resources in the case of primary internet failure.

This contract was approved and passed by both the Finance Committee and the Board of Education at a previous meeting. After the meeting, the Administration was contacted by an AT&T rep, letting us know that AT&T had inadvertently left out the E-Rate rider for signature. After sending us the rider, and waiting for it to get signed by the BOE, enough time had lapsed, that it rendered the original contract null and void.

Attached is a new contract, pricing and terms, along with the E-Rate Rider for a signature.

Fiscal Impact:

\$120 per month. The total yearly cost is \$1,440. The District should anticipate an E-Rate reimbursement of \$576.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this Agreement from AT&T for additional internet services to be used for redundancy in the amount of \$120 per month from July 2023 to July 2024.



Sales Contact Information
SULPRIZIO; DANA
205-517-4474
ds9454@att.com

eSign Fax Cover Sheet Contract Id: 2938373

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

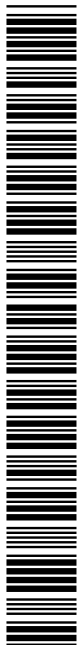
Total Pages: 9
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 2938373
 - II. All Pages stamped with Contract Id: 2938373
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2828374
Contract Id: 2938373



**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

Customer	AT&T
LINCOLNWOOD SCHOOL DISTRICT 74 Street Address: 6950 N EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 60712 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Jordan Stephen Title: Director of Technology Street Address: 6950 EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 60712 Country: USA Telephone: 847-675-8234 Email: jstephen@sd74.org	Name: Dana Sulprizio Street Address: 1876 DATA DRIVE City: HOOVER State/Province: AL Zip Code: 35244 Country: USA Telephone: 205-517-4474 Email: ds9454@att.com Sales/Branch Manager: Michael Hourihan SCVP Name: Ryan Addison Sales Strata: GEM Sales Region: EAST With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase Service according to the prices, terms and conditions set forth in this Service Agreement (the "Agreement"), as well as the AT&T Business Service Agreement ("BSA") <http://www.corp.att.com/agreement/>, and the AT&T High Speed Internet Terms of Service, <http://www.att.com/shop/internet/att-internet-terms-of-service.jsp>, which are incorporated herein by this reference. The order of priority of the documents is: this Service Agreement, the BSA, and then the Terms of Service. Service is provided by the AT&T Affiliate(s) identified below as the Service Provider(s). The Effective Date of this Agreement is the date on which the last party signs the Agreement unless a later date specified in the E-Rate Rider or required by regulation or law.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer agrees it will if necessary account for the value of any gift cards and/or rebates provided under this Agreement per compliance obligations under the E-rate Program to assure USAC does not pay discounts on the value of any gift cards and /or rebates. Determining any impact of gift cards and/or rebates on potential E-rate funding rests with Customer and the SLD-USAC. Further guidance on these obligations can be found at: <https://www.usac.org/sl/applicants/step01/free-services-advisory.aspx>.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

1. SERVICE AND SERVICE PUBLICATION

Service	Service Publication Location	Terms of Service Applicable to the Services
AT&T Internet for Business	See Service Description in Section 4, below.	att.com/internet-terms

2. SERVICE AGREEMENT TERM AND EFFECTIVE DATES

Service Agreement Term	12 Months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Effective Date of Rates and Discounts	Effective Date of this Service Agreement

3. MINIMUM PAYMENT PERIOD

Service Components	Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
AT&T Internet for Business	\$20 per month remaining in term per AT&T Internet line installed may be applied	Until end of Service Agreement Term

4. SERVICE DESCRIPTION

AT&T Internet for Business is a digital data service that is provided either over a fiber optic medium or twisted pair copper medium. When provided over a fiber medium it uses either Gigabit Optical Passive Networking (GPON) technology or Switched Ethernet technology to deliver the service over the last mile from the AT&T central office ("CO"). When provided over a twisted pair copper medium, it uses one of two advanced versions of digital subscriber line loops ("DSL") technology that lets Customer send and receive data over existing telephone copper lines. The two technologies that support AT&T Internet are Internet Protocol DSL ("IP-DSL") and Very High Speed DSL ("VDSL") technology. For both technologies, a DSL signal travels on a copper line which can be either the same line that Customer's phone uses or a separate line without any voice service. AT&T Internet technology uses higher signal frequencies than those used by voice or fax. On shared lines, a DSL filter splits data traffic from voice traffic and routes them separately. Analog traffic (voice, and fax signals) is routed to the telephone or fax machine while the digital data traffic is routed to the AT&T Internet modem or router/gateway device. AT&T connects to a high-speed IP (Internet Protocol) backbone network using specialized DSL Access Multiplexers ("DSLAMs") located at the local CO, local remote terminal ("RT") or Video Ready Access Device ("VRAD"). Standard AT&T Internet is provided on a line that is shared with voice service (on IP-DSL) or co-located with a voice service (on VDSL technology). Standard AT&T Internet service is also provided with a dynamic IP address that can be changed or re-assigned when Customer logs onto the Internet. Also, service that requires a connection with static IP addresses that do not change is available at an extra charge. An AT&T-provided modem or router/gateway is required and must be either purchased or leased by Customer from AT&T.

4.1. Service Availability

AT&T Internet for Business is available only in the United States as follows:

- Service can be ordered in the following twenty-one (21) states: AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MS, MT, NC, NE, OH, OK, SC, TN, TX, WI, subject to specific geographic availability.
- Customer can check specific availability of specific sites for all AT&T Internet for Business types with an AT&T sales representative or online at: <https://www.att.com/shop/unified/availability.html>.
- Actual speed achieved can vary depending on Customer location and line condition. Testing will be done at the time of installation.

4.2. Service Level Agreements (SLA)

All SLA computations, methodologies and credit requests are available to Customer at <http://www.att.com/businessdslsla>.

AT&T will be the only party to determine (in its sole discretion) whether AT&T has not met any of the SLAs. AT&T reserves the right to change or discontinue any or all of the SLAs at any time without notice to Customer. Customer must at all times cooperate with AT&T in testing, determining and verifying that a qualifying service outage has occurred.

**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

5. RATES AND CHARGES

(Taxes and other charges may apply)

The pricing stated in this Service Agreement is stabilized through the end of the Term for AT&T Internet for Business orders placed on or before the Effective Date of this Service Agreement ("Initial Order"). At the end of the Term, Customer may continue Service (subject to any Minimum Payment Period that may still apply) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term for each Service Component. While Customer is under a month-to-month service arrangement, AT&T may change the prices, terms or conditions for any Service Component(s) on 30 days' prior notice to Customer.

The pricing for any additional order of AT&T Internet for Business service after the Initial Order is subject to change without notice and will depend on the promotions and market rates available at the time of such order. Customer will be required to sign a new Service Agreement or Pricing Schedule for any future order of AT&T Internet for Business service. No discounts apply.

Downstream Speed†	Upstream Speed (IP-DSL)†	Upstream Speed (VDSL)	Upstream Speed (GPON)	Upstream Speed (Switched Ethernet)	Product Name	Monthly Recurring Charge
Up to 768Kbps	Up to 384Kbps	N/A	N/A	N/A	Internet Basic 768Kbps	\$30.00
Up to 1.5Mbps	Up to 384Kbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 1.5	\$30.00
Up to 3Mbps	Up to 512Kbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 3	\$30.00
Up to 5Mbps	Up to 1Mbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 5	\$30.00
Up to 6Mbps	Up to 768Kbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 6	\$30.00
Up to 10Mbps	Up to 1Mbps	Up to 1Mbps	Up to 1Mbps	NA	Internet 10	\$30.00
Up to 12Mbps	Up to 1Mbps	Up to 1.5Mbps	Up to 1.5Mbps	N/A	Internet 12	\$30.00
Up to 18Mbps	Up to 1Mbps	Up to 1.5Mbps	Up to 1.5Mbps	N/A	Internet 18	\$30.00
Up to 24Mbps	N/A	Up to 3Mbps	Up to 1.5Mbps	N/A	Internet 24	\$30.00
Up to 25Mbps	N/A	Up to 5Mbps	N/A	N/A	Internet 25	\$30.00
Up to 45Mbps	N/A	Up to 6Mbps	N/A	N/A	Internet 45	\$40.00
Up to 50Mbps	N/A	N/A	Up to 50Mbps	Up to 50Mbps	Internet 50s	\$50.00
Up to 75Mbps	N/A	Up to 8Mbps	N/A	N/A	Internet 75	\$40.00
Up to 75Mbps	N/A	Up to 20 Mbps	N/A	N/A	Internet 75	\$40.00
Up to 100Mbps	N/A	Up to 20Mbps	N/A	N/A	Internet 100	\$40.00
Up to 100Mbps	N/A	N/A	Up to 100Mbps	Up to 100Mbps	Internet 100s	\$50.00
Up to 300Mbps	N/A	N/A	Up to 300Mbps	Up to 300Mbps	Internet 300s	\$75.00
Up to 500Mbps	N/A	N/A	Up to 500Mbps	Up to 500Mbps	Internet 500s	\$115.00
Up to 1.0Gbps	N/A	N/A	Up to 1.0Gbps	Up to 1.0Gbps	Internet 1000s	\$120.00
Up to 2.0Gbps	N/A	N/A	Up to 2.0Gbps	N/A	Internet 2000s	\$225.00
Up to 5.0Gbps	N/A	N/A	Up to 5.0Gbps	N/A	Internet 5000s	\$395.00

† Actual speeds based on DSL synch rate, may vary, and are not guaranteed. Many factors affect speed. Service and speed not available in all areas.

**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

6. EQUIPMENT

6.1 EQUIPMENT CHARGES (“CPE”)*

Equipment	AT&T Internet for Business Charge
Modem/Router/Gateway	There is no monthly charge for the equipment. Equipment must be returned to AT&T within 20 days of service cancellation or Customer will be charged for the full value of the equipment.

*CPE Prices are subject to change.

7. SERVICE SUPPORT CHARGES

Description	Charge
Email addresses	Up to 11 email addresses included
Self Installation Kit	Not available on AT&T Internet for Business
Professional Installation – Static IP	Waived
Professional Installation – Dynamic IP	Waived

8. IP ADDRESSING (STATIC IP)

Additional Blocks of Static IP Addresses	Monthly Recurring Charge
(5) Static IP Addresses	\$15.00
(13) Static IP Addresses	\$25.00
(29) Static IP Addresses	\$30.00
(61) Static IP Addresses	\$35.00

End of Document

<i>FOR AT&T ADMINISTRATIVE USE ONLY</i>	
ROME ID	
ATTUID	



E-Rate Rider

ATTACHMENT TO AT&T INTERNET FOR BUSINESS FOR E-RATE ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T ILEC SERVICE** [Insert name of AT&T affiliate] (AT&T) and LINCOLNWOOD SCHOOL DISTRICT 74 (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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6. Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal

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property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.

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- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.
- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements**: IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 (“CALNET NEXTGen Contract”), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0)**: If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement (“BEAR”) - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a “Notice of Improperly Disbursed Funds” or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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12. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

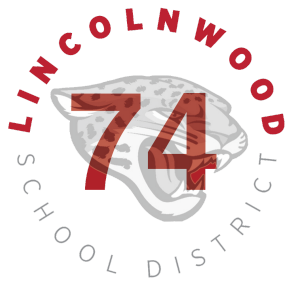
IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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Executive Summary Finance Committee Meeting

DATE: June 8, 2023

TOPIC: Workers' Compensation Insurance Coverage for Fiscal Year 2024

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

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

Illinois Public Risk Fund has been providing workers' compensation insurance since FY19. Previously, the District received worker's compensation insurance from CLIC at a cost of \$150,513 during FY18. IPRF has been responsive and the claim process runs smoothly. Pricing increased 11% or \$7,196 but a recent grant reduces that amount, the FY23 payroll could cause FY23's amount of \$62,117 to increase and another grant is anticipated.

Fiscal Impact:

\$70,416

[SD74 received \\$10,763 in grant funds for 2023](#)

Prior Year's Cost was **\$62,117 initial invoice +/- \$(unknown)** to be charged after the payroll audit

Recommendation:

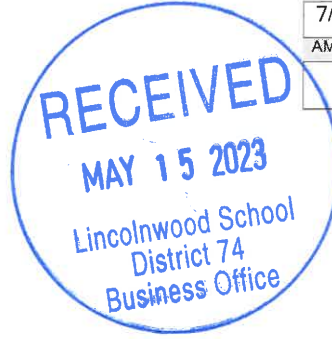
The Finance Committee concurs with the Administration to recommend to the Board of Education to remain with IPRF for workers' compensation insurance from July 1, 2023 through June 30, 2024 at a cost of \$70,416.



Illinois Public Risk Fund

P. O. Box 725
Bedford Park, IL 60499-0725
(800) 289-4773 Phone
(708) 429-6488 Fax

Invoice # 85443		Page 1 of 1
Account Number	Date	
1478-00000	5/10/2023	
BALANCE DUE ON		
7/1/2023		
AMOUNT PAID	Amount Due	
	\$70,416.00	

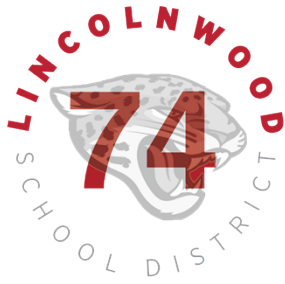


Lincolnwood School District #74
Courtney Whited
6950 N. East Prairie Road
Lincolnwood, IL 60712

Selected Workers' Compensation	PolicyNumber: 1478	Effective: 7/1/2023 to 7/1/2024
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
246830	7/1/2023	7/1/2023	RENB	07-01-23/24 Annual Workers' Compensation	\$68,365.00
246831	7/1/2023	7/1/2023	AFEE	07-01-23/24 Annual Administrative Fee	\$2,051.00
Total Invoice Balance:					\$70,416.00

Please remit the top portion of the invoice to the P. O. Box shown above.



Executive Summary Finance Committee Meeting

DATE: June 8, 2023

TOPIC: 2023-24 Collective Liability Insurance Cooperative (CLIC)
Property/Casualty and Fiduciary Insurance Renewal

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

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

The Administration received Collective Liability Insurance Cooperative's 2023-24 Property/Casualty and Fiduciary Liability Insurance renewal costs. The CLIC pricing sheet for Property/Casualty indicates a 2.7% savings compared to last year's amount.

Fiduciary Liability will cost \$2,150 which is the same as the prior year's amount.

Fiscal Impact:

\$110,590 + \$2,150 = \$112,740

Coverage for 2022-23 cost \$113,715 + \$2,150 = \$115,865

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the July 1, 2023 - June 30, 2024 Property/Casualty and Fiduciary Liability insurance with Collective Liability Insurance Cooperative (CLIC) in the amount of \$112,740.



Collective Liability Insurance Cooperative (CLIC)
Lincolnwood School District #74
 Member Cost Comparison

Coverage Description	Additional Description	2022-2023	2023-2024	% Change
Fixed Costs				
Package (includes General Liability, Auto Liability, Garage Liability, Police Professional/Security Guards, Bullying and Crime)		\$1,961	\$1,942	
Property (including Auto Physical Damage)	\$575,000,000 Limit	\$18,580	\$22,494	
Boiler & Machinery		\$1,550	\$1,704	
School Board Legal Liability	\$20,000 Deductible	\$4,300	\$4,498	
Excess Liability	\$36M xs \$1M Limit	\$5,815	\$6,524	
Student Accident - Mandatory		\$5,115	\$4,500	
Student Accident - Catastrophic		\$1,263	\$1,233	
Pollution Liability		\$1,138	\$1,277	
Primary Cyber Liability (1)	\$2M Limit; \$25,000 Deductible	\$23,509	\$20,673	
Excess Cyber Liability (2)		\$0	\$0	
Crisis Protect		\$1,735	\$1,931	
RPA Administration Fee		\$5,331	\$5,545	
Gallagher Bassett Services Claims Administration Fee		\$965	\$979	
Gallagher Bassett Services Loss Control Fee		\$995	\$995	
CLIC Program Management Operating Fee		N/A	N/A	
Total Fixed Costs		\$72,257	\$74,295	2.8%

Variable Costs:				
Loss Fund - Package	includes actuarial debit/credit (3)	\$37,904	\$32,286	
Actuarial Debit/Credit - Package		20.0%	-17.8%	
Loss Fund - School Board Legal Liability	includes actuarial debit/credit (3)	\$3,554	\$4,009	
Actuarial Debit/Credit - School Board Legal Liability		-13.0%	-10.7%	
Total Program Contribution on a Maximum Cost Basis		\$113,715	\$110,590	-2.7%

Statistical Information				
Total Insurable Values (Includes Vehicles)		\$90,634,085	\$93,781,551	3.5%
Students		1,263	1,233	-2.4%
Vehicles		1	1	0.0%
Total Program Costs Due for July 1, 2023-2024		\$110,590		-2.7%

(1) \$500,000 for Ransomware. If your district is not receiving the "Full Limit" for Ransomware that means your district is receiving a sublimit as Multi-Factor Authentication (MFA) was not being completely engaged when renewal info was collected this past January. This sublimit can be removed with completion of the MFA Attestation form included in your district's renewal email.

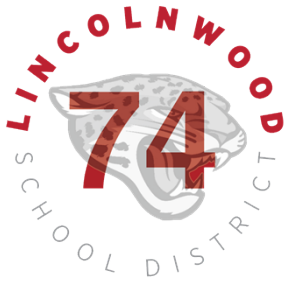
(2) For the 2022-2023 Expiring term only \$1M in Excess Cyber Liability was available so a value is shown for the expiring cost that represents an additional \$1M in Cyber cover. If no value is shown this means your district did not purchase any additional Cyber cover for the 2022-2023 Expiring term.

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



Collective Liability Insurance Cooperative (CLIC)
Lincolnwood School District #74
Fiduciary Liability Cost Comparison

Line of Coverage	Company	2022-2023	2023-2024	% Change
Payroll Information				
Fiduciary Liability	Federal Insurance Company (Chubb)	\$2,150	\$2,150	0%
Total Fiduciary Liability Program Costs Due for July 1, 2023-2024				\$2,150



Executive Summary Finance Committee Meeting

DATE: June 8, 2023

TOPIC: IXL Product Renewal 2023-2024

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District's subscription to IXL Learning is up for renewal. IXL Learning is an online, subscription-based program that provides personalized, Common Core-based Math and ELA practice for students in all schools. This district wide resource provides students in Grade 2-5 both ELA and Math practice, ELA activities for all Lincoln Hall students, and specialized instruction for Math for additional 25 students in grades 6-8. Currently we have over 40 teachers and over 900 students actively using the IXL Learning resources and materials either at school or home.

District Legal Counsel has reviewed IXL Learning's Terms and Conditions and Privacy Policy and found them acceptable. In the past IXL Learning has signed an Amendment addressing terms such as Governing Law and Venue, Limitation of Liability, and Auto-Renewal, and SOPPA. Counsel has provided the vendor with an updated amendment that covers these same items which has been signed. The District currently has an Exhibit E on file that is based upon District 113 and is valid until 2025, in which that time the District will have to review and update.

Fiscal Impact:

\$35,088 for the 3 year renewal of the IXL Learning ELA and Math subscriptions to be used in Todd, Rutledge and Lincoln Hall from August 11, 2023 to August Aug 11th, 2026. (*\$17,842 - August 2023, \$8623 - August 2024, \$8623 August 2025.*) The District paid IXL Learning a total of \$29,218.00 for this service over the past three years. (*\$9,900 for IXL Learning in 2020-2021, \$11,591 for the 2021-2022, \$7,727 for 2022-2023*)

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this Agreement from IXL Learning for Math and ELA practice materials for students in Grade 2-8 in all schools, in the amount of \$35,088 for the 3 year renewal from August 11, 2023 to August Aug 11th, 2026.



RENEWAL QUOTE

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE # 1341051-2023-001-4
 DATE: JANUARY 30, 2023

TO:
 Jordan Stephen
 Lincolnwood School District 74
 6950 N. East Prairie Road
 Lincolnwood, IL 60712

COMMENTS OR SPECIAL INSTRUCTIONS

Discount is contingent upon receiving payment of at least 50% upfront in Year 1.

Optional Payment Plan

Year 1 (50%) and professional learning session
 Year 2 (25%)
 Year 3 (25%)

A signed IXL sales contract agreement is required if using the payment plan.

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Abby Jerome	A15-1341051	August 11, 2023 – August 11, 2026	August 11, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 975 students, including: Grades 2-5: 525 students Subjects: Math and ELA	\$24,413.00	\$24,413.00
1	Math/ELA in grades 6-8 at Lincoln Hall: 25 students Subjects: Math and ELA	\$1,163.00	\$1,163.00
1	Grades 6-8: 425 students at Lincoln Hall Subject: ELA	\$12,750.00	\$12,750.00
1	K-8 math licenses include complimentary access to IXL's universal screener		
1	One Time 2023-2024 Renewal Discount	-\$3,833.00	-\$3,833.00
1	IXL Elevate I: Effective Implementation (virtual professional learning session) <i>Unlimited instructor accounts included</i>	\$595.00	\$595.00
SUBTOTAL			\$35,088.00
SALES TAX			--
SHIPPING & HANDLING			--

TOTAL DUE \$35,088.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 1341051-2023-001-4. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT

CONTRACT #131881

January 30, 2023

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

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

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Abby Jerome	A15-1341051	1341051-2023-001-4	Aug 11, 2023 – Aug 11, 2026

PAYMENT PLAN

	Amount	Invoice date
Subscription year 1 and Professional Learning Services	\$17,247 (50%) + \$595 = \$17,842	August 11, 2023
Subscription year 2	\$8,623 (25%)	August 11, 2024
Subscription year 3	\$8,623 (25%)	August 11, 2025
TOTAL	\$35,088	

Price valid until August 11, 2023

COMMENTS OR SPECIAL INSTRUCTIONS

Discount is contingent upon receiving payment of at least 50% upfront in Year 1.

Optional Payment Plan

Year 1 (50%) and professional learning session
Year 2 (25%)
Year 3 (25%)

A signed IXL sales contract agreement is required if using the payment plan.

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE

IXL AUTHORIZED SIGNATURE

Paul Mink

DATE

5/19/2023



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
 - c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE 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 ANY SUCH MATERIAL.
 - d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**
7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



IXL Service Privacy Policy



Effective date: July 1, 2020

IXL Learning, Inc. (hereafter called "IXL" "us" or "we") knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This Privacy Policy describes our collection and use of personal information collected from you through the online and/or mobile services, websites, and software provided on or in connection with www.ixl.com (collectively, the "Service"), which are offered through (i) www.ixl.com, (ii) mobile applications associated with www.ixl.com, and (iii) any other IXL website, app or online service which links to this Privacy Policy. "You" or "your" means a visitor or a user (whether signed in or not) of our Service. Your use of the Service is conditioned on your acceptance of this Policy.

A note about Student Data: This Service may be purchased by providers of educational services, such as schools, school districts, or teachers (collectively referred to as "Schools") that use our services for educational purposes. When IXL contracts with a School to provide the Service, we may collect or have access to Student Data (defined below), which may be provided by the School or by the student. We consider such Student Data to be strictly confidential and in general do not use such data for any purpose other than improving and providing our Services to the School or on the school's behalf. Our collection, use and sharing of Student Data is governed by our contracts with the School and any applicable laws and regulations including, in the U.S., provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your School directly. See Section 11 to understand the principles which guide our collection, use and disclosure of Student Data.

1. What information does IXL collect about you?

IXL collects information in several ways from different parts of the Service.

Information you provide to us. The type of personal information we collect may vary depending on your account type.



- **School Information.** When a teacher, school administrator, or other authorized person associated with a School registers for an account on our Service or corresponds with us, we may collect personal information such as a name, e-mail address, payment information, username and password, and information about the School.
- **Student Information.** Once registered, a School may provide information about its students, such as student names or other identifiers, passwords, e-mail address for the student or the student's parent or legal guardian, and educational level and topic of study. Personal information collected from or about students, along with other information associated with that personal information is "**Student Data.**" The School may elect to provide user names or identifiers which are not readily identifiable to anyone outside of the School community in lieu of a full student name, at its discretion. Additionally, some Schools may elect to use a single-sign on (SSO) service like G Suite for Education rather than usernames and passwords to authenticate student access.
- **Parent and Child Information.** When a parent or guardian ("Parent") registers for an account on our Service or corresponds with us, we may collect personal information such as a name, e-mail address, payment information, username and password. We may also collect information about the child(ren) authorized by the Parent to use the Service through the Parent's account, including a profile name for the child user and selection of a profile avatar. Each child user profile must be associated with a Parent account, and children cannot access the Service without the Parent first signing in to the Parent account with the Parent's sign in credentials.
- **Learning and Activity Information.** During the course of providing the Service, we collect information about your use of the Service, as well as any information that you submit to the Service, such as answers to questions or content or messages posted or shared through the Service. In addition, we may ask you for personal information at other times, such as when you contact our technical support team, send us an e-mail, complete a user survey or otherwise communicate with IXL.

Information we receive automatically from your use of our Service. Like most websites and online services, IXL and our vendors automatically collect certain types of usage information when you visit www.ixl.com, read our e-mails, use our Service or otherwise engage with us. This information is typically collected through a variety of tracking technologies, including cookies, web beacons, Locally Stored Objects (LSOs such as Flash or HTML5), log files, and similar technology (collectively, "tracking technologies"), and we may use third party providers to collect this information on our behalf. These tracking technologies collect information about how you access and use the Service (e.g., referring / exit pages and URLs, how frequently you access the Service, the pages you



view, the links you click, and other actions you take on the Service); information about your browser and information about the device(s) you use to access the Service (e.g., Internet Protocol (IP address), browser type, browser language, Internet service provider, device type, model and manufacturer, a unique ID that allows us to uniquely identify your browser, device or account, operating system brand and model, and whether you access the Service from multiple devices). We may also collect information about your geographical location data at the city level. We may collect analytics data, or use third-party analytics tools, such as Google Analytics, to help us measure traffic and usage trends for the Service and to understand more about the demographics and behaviors of our users. You can learn more about Google's practices at <http://www.google.com/policies/privacy/partners>. We may also work with third party partners to employ technologies, including the application of statistical modeling tools, which permit us to recognize and contact you across multiple devices. Although we do our best to honor the privacy preferences of our users, we are unable to respond to Do Not Track signals set by your browser at this time.

We use or may use the data collected through tracking technologies to secure the Service, improve the Service, to save you time, to provide better technical support, for promotional purposes, and to track website usage. For example, tracking technologies help us to:

1. Keep track of whether you are signed in or have previously signed in so that we can display all the features that are available to you.
2. Remember your settings on the pages you visit, so that we can display your preferred content the next time you visit.
3. Customize the function and appearance of the pages you visit based on information relating to your account; for example, to default you to a particular grade level, or to remember customized settings for a report.
4. Track website usage for various purposes including website optimization, website improvement, sales, marketing, and billing.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features and services (particularly those that require you to sign in) may not function properly if your cookies are disabled. You may also set your e-mail options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our e-mail and performed certain functions with it. Deleting cookies does not prevent the collection of information through non-cookie technologies and does not delete Local Storage Objects (LSOs) such as Flash objects and HTML5. You can learn more about Flash objects — including how to manage privacy and storage settings for Flash cookies



— on Adobe's website or by clicking [here](#). If you choose to delete Flash objects from our sites, then you may not be able to access and use all or part of the sites or benefit from the information and services offered.

We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more information about tracking technologies, please see "**Third-party tracking and online advertising**" below.

2. How IXL uses the information we collect

We use the information we collect for the following purposes:

To provide and maintain the Service. We use the information we collect to deliver the Service to you. For example, we need to use your information to process payments, personalize learning curriculums, provide Schools, Parents and students with information and reports about student and child performance and use of the Service, respond to inquiries and provide customer support.

To improve, personalize, and develop the Service. We use information to tailor the content and information that we may send or display to users, to offer personalized content and instructions, and to otherwise personalize your experience while using the Service, including on various devices you may use to access the Service. We collect statistics to better understand how users access and use our Service, monitor the effectiveness of our Service, detect usage patterns, and to diagnose or fix technology problems. We also use information to demonstrate the effectiveness of the Service and perform research, and to develop, support, and improve our Service and other educational products and services.

To communicate with you. We use your information to provide transactional notifications for certain activities relating to your use of our Service. For example, we may send e-mail notifications when a user completes an activity, to provide receipt for payment or other subscription notices. From time to time, we may send periodic promotional or informational e-mails to School or Parent users. We do not use Student Data to send marketing communications, and we do not send marketing communications to student or child users. You may opt-out of certain communications (e.g., marketing or certain notifications about your use of the Service) by following the opt-out instructions contained in the e-mail. You may not opt out of service-related communications (e.g., account verification, transactional communications, changes/updates to features of the Service, technical and security notices).

To promote safety and security and respond to legal process. We use information to promote the safety and security of our Service, our uses



and other third parties. For example, we may use the information to authenticate users, facilitate secure payments, detect and prevent fraud and other harmful activities, respond to legal requests or claims, and enforce our terms and policies.

3. How does IXL share your information?

IXL may share or disclose your personal information as needed to provide our Service or with your consent or permission. We may also share personal information in the circumstances described below.

Third parties with Consent or as Instructed We share information with consent and at the direction of Schools and Parents. For example, a School or Parent may direct IXL to share specific information with another individual, such as when a teacher directs IXL to send a communication to a parent. Similarly, we may share personal information with third parties, for example, if a School authorizes Google login or similar authentication tools for that School's user accounts.

Others within the School. IXL may share information collected from users associated with a School with other users or persons designated by the School, such as teachers and school administrators of that School. Messages and content shared or posted by members of a School community, such as messages between a teacher and students in a class, will be accessible by School administrators or other designated School users.

Vendors and Service Providers. IXL may share information with our trusted vendors, third party service providers and individuals to provide services or products for us or on our behalf, which may include analytics, hosting, billing, targeted advertising, and marketing (provided however, that IXL will not knowingly use any Student Data to target advertising or marketing). Vendors and service providers who have access to Student Data, if any, shall be contractually bound to uphold privacy and confidentiality terms no less protective than those provided herein.

Aggregate or De-Identified Information. We may share information in aggregated and/or anonymous form that cannot reasonably be used to identify an individual. For example, IXL may disclose aggregated user statistics (i.e., the total number or percentage of IXL users from a particular geographic region) in order to describe our Service to current and prospective partners and other third parties, and for other lawful purposes.

Merger or Sale. If IXL becomes involved in a merger, acquisition, bankruptcy, change of control, or any form of sale of some or all of its assets, your personal information may be transferred or disclosed in



connection with the business transaction. In such an event, we will make efforts to provide notice before personal information is transferred and becomes subject to a different privacy policy. We will not transfer Student Data associated with School accounts in the event of a merger or sale unless the recipient has committed to The Student Privacy Pledge principles or similarly stringent privacy protections, or we will provide Schools with notice and an opportunity to opt-out of the transfer of Student Data by terminating their accounts and any associated student users before the transfer occurs.

Other. IXL may release personal information if it has a good faith belief that access, use, preservation, or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process, or enforceable governmental request; (b) enforce applicable Terms of Service, including investigation of potential violations thereof; (c) detect, prevent or otherwise address fraud, security or technical issues; (d) protect the rights, property, or personal safety of IXL, its users, or the public; or (e) as required or permitted by law.

4. Third-party tracking and online advertising

IXL does not display any targeted advertising on the Service.

Please note that although we may permit third party advertising partners to collect information from visitors to adult-directed areas of the Service for the purpose of displaying advertisements on other websites or online services on our behalf, we take many steps to prevent these third-party advertising networks from collecting information for targeted advertising purposes once a subscriber to our Service signs into our Service. Please note that we rely on cookies to identify whether you are a subscriber to our Service and if you delete or block cookies, you may also delete the IXL cookie which prevents subscribers from receiving targeted IXL advertisements on other websites or online services.

We work with third-party online advertising networks which use technology to recognize your browser or device and to collect certain types of usage information about your visit to or use of our Service to provide customized content, advertising and commercial messages to you on other websites or services, or on other devices you may use. We (through the third-party advertising networks) use this information to direct our online advertisements to those people who may find them relevant to their interests. Typically, though not always, the information is collected through cookies or similar tracking technologies. You may be able to set your browser to reject cookies or other tracking technology by actively managing the settings on your browser or mobile device, though these tools may not be effective for all third-party tracking technologies,



including Flash or HTML5 cookies. To learn more about cookies, clear gifs/web beacons and online advertising technologies and how you may opt-out of some of this advertising, you may wish to visit the Digital Advertising Alliance's resources at www.aboutads.info/choices and/or the Network Advertising Initiative's online resources, at www.networkadvertising.org.

If you do not want to receive targeted advertising from IXL based on your visit to our website, you can use the below link to request that IXL take steps to prevent third-party advertising networks from using information about your visit to our website to display targeted IXL advertisements to you on other websites or services on behalf of IXL. IXL cannot, however, guarantee that such steps will eliminate all collection and/or display of targeted advertising, and it may take some time for your request to take effect. Such requests will not prevent you from receiving contextual advertising or other types of advertisements that are displayed without taking into consideration whether you have previously visited www.ixl.com (for example, advertisements shown on the basis of a search term keyword). Such requests will not stop the collection of information for purposes other than advertising (e.g., for website analytics). This opt-out requires the setting of a cookie in your browser to record your request (and thus will no longer be effective if the required cookie is deleted), will be effective only in the browser from which you make the request, and will be effective for a maximum of one year from the request. If you delete cookies, change your browser settings, switch browsers or computers, or use another operating system, you will need to make the request again. You may make additional requests at any time.

[Click here](#) to request not to have information about your visit to www.ixl.com tracked for the purpose of displaying targeted IXL advertisements on other sites or services.

5. How to control e-mail communications

IXL may, from time to time, send you e-mail regarding our products and services, or your use of our products and services. Only IXL (or its vendors or service providers operating on its behalf) will send you these e-mails. You can choose not to receive these e-mails by clicking the unsubscribe link in any e-mail or by contacting help@ixl.com. Please note that you are not permitted to unsubscribe or opt-out of non-promotional messages regarding your account, such as account verification, changes or updates to features of the Service, or technical or security notices.

6. How to access, update or delete your personal information

You may edit your account information at any time by signing in to your account, clicking on the account menu in the upper-right corner, and



selecting Profile & settings. We recommend that you review your personal information periodically to ensure that it is accurate, complete, and current. If you do not provide and maintain accurate contact information for your account, we may not be able to provide you with the notices set forth in this Privacy Policy.

If you are a parent or guardian of a student who uses the IXL Service through a School, please refer all questions and requests regarding access, modification, or deletion of your student's user account or Student Data to your child's school. The School may, at its discretion, address such requests with IXL and IXL shall respond promptly to all access, modification and deletion requests it receives from Schools.

Please contact compliance@ixl.com for further instructions about deleting or deactivating your account or deleting your personal information. We may not be able to comply with your request in all circumstances. For example, certain requests to access, update or delete personal information and data associated with a School account or license may be subject to approval by the School. When account information is deleted or de-identified, certain residual information may remain within our archive records, such as for customer and technical support, billing and tax purposes.

7. How long does IXL retain your information?

We will retain personal information for as long as needed to provide the Service and for our internal business purposes, which may extend beyond the termination or cancellation of your subscription or user account. For example, we may retain certain data as necessary to prevent fraud or future abuse, for recordkeeping or other legitimate business purposes, or if required by law. We may also retain and use information which has been de-identified or aggregated such that it can no longer reasonably identify a particular individual. All retained personal information will remain subject to the terms of this Privacy Policy.

Student Data. We will not knowingly retain Student Data beyond the time period required to support an educational purpose, unless authorized by a School or parent. We do not delete or de-identify any Student Data from an active student user account associated with a School except at the direction of the School. The School is responsible for maintaining current student rosters and identifying Student Data which the School no longer needs for an educational purpose by removing students from the school's master roster or by submitting a deletion request.

Unless otherwise directed by a School or Parent, we will delete or de-identify personal information of student and child users after a period of inactivity, after the termination or cancellation of the license subscription,



or after termination of our agreement with the School, in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule. Authorized School administrators may contact us at compliance@ixl.com to request additional information about our standard data retention schedule and available options for customizing IXL's standard data retention schedule to meet individual School requirements.

We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

8. How does IXL protect your information?

Information Security. The security of your personal information is very important to us. We have implemented a variety of physical, administrative and technological safeguards designed to preserve the integrity and security of the personal information we collect and to protect against unauthorized access to data. These include internal reviews of our data collection, storage, and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data. We restrict access to personal information to IXL employees, contractors, and agents who need to know that information in order to operate, develop, or improve our services. Our employees may be subject to disciplinary action, including termination, if they fail to meet privacy and confidentiality obligations. However, no security system is impenetrable—for that reason, we cannot guarantee the security of your personal information. If personal information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and take all steps required by applicable laws and regulations and our agreements with any affected Schools.

Maintaining the security of your personal information also requires your cooperation and involvement. For your protection, remember to sign out of all accounts before closing your browser. There is a sign out link available on most IXL pages. After signing out, make sure to close all browser windows. In addition, do not use the "Remember" feature if you are signing in to your account from a computer that other persons may have access to. This is to ensure that others cannot access your personal information if you share a computer with someone else or are using a public computer.



Please keep your password secure. If you have forgotten your password, you may request a new one by contacting help@ixl.com. A new password will be sent to the e-mail address you specified during registration. For all other problems signing in to the IXL Service, please contact our technical support team using the contact information at the end of this policy.

If you have any concerns about the security of your account or the security of the Service, we ask that you report your concern to us immediately at security@ixl.com. While we are unable to respond to all security concerns, we appreciate your feedback and take all reported concerns seriously.

Data storage and transfer. IXL is located in the United States. Personal information collected through our Website and Service may be stored and processed in the United States or any other country in which IXL or its affiliates or service providers maintain facilities.

9. Region-specific disclosures

We may choose or be required by law to provide different or additional disclosures relating to the processing of personal information about residents of certain countries, regions or states. Please refer below for disclosures that may be applicable to you.

Notice for California Residents

This section applies to you if you are a resident of the state of California and for purposes of this section the term "personal information" has the meaning provided by the California Consumer Privacy Act (the "CCPA"). Please note this section does not apply to Student Data that we process on behalf of our School customers. Because IXL provides the Services to Schools as a "School Official," we collect, retain, use and disclose Student Data only for or on behalf of our School customers for the purpose of providing the Services specified in our agreement with the School and for no other commercial purpose. If you have any questions or would like to exercise your California rights, please contact your School directly.

Residents of California may be entitled to certain rights with respect to personal information that we have collected about them under the CCPA:

- **Right to Know.** The right to request to know more about the specific pieces or categories of personal information we have collected, the categories of data sources, and the categories of third parties with whom we have shared the personal information for a business or commercial purpose in the last 12 months.



- **Right to Request Deletion.** The right to request the deletion of personal information that we have collected from you, subject to certain exceptions.
- **Right to Opt Out of Personal Information Sales.** The right to direct us not to sell (as such term is defined by the CCPA) personal information we have collected about you to third parties.

You also have the right to be free of discrimination for exercising these rights. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to provide you the Service or engage with you in the same manner.

To request to exercise your right to know and/or right to deletion, please submit a request by emailing compliance@ixl.com with the subject line, "California Rights Request." We will need to verify your identity before processing your request, which may require us to request additional personal information from you or require you to log into your account, if you have one. In certain circumstances, we may decline or limit your request, particularly where we are unable to verify your identity or locate your information in our systems, or as permitted by law.

We do not "sell" personal information to third parties without consent, however, we do allow certain third party advertising networks and other third party businesses to collect your personal information directly from your browser or device through cookies and related technologies for advertising, attribution, analytics and research purposes. These third parties may use such personal information for their own purposes in accordance with their own privacy statements, which may include reselling this information to additional third parties. By visiting www.privacyrights.info, you can opt out from sales of this type of personal information by businesses that participate in the DAA's CCPA App-based Opt-Out Tool.

Please see the section called "**Third-party tracking and online advertising**" for more information about how third parties use cookies and related technologies to collect information automatically on our websites and other online services, and the choices you may have in relation to those activities.

Shine the Light. California "Shine the Light" law (Civil Code Section §1798.83) provides certain rights to California residents that have an established business relationship with us with regard to the disclosure of certain types of personal information to third parties for their direct marketing purposes. We do not share ~~you~~ your personal information with third parties for their direct marketing purposes without consent.



Minors. We do not sell the personal information of consumers we know to be less than 16 years of age, unless we receive affirmative authorization (the "Right to Opt In") from either the minor who is between 13 and 16 years of age, or the parent or guardian of a minor less than 13 years of age.

Notice for Nevada Residents

To exercise your individual rights under the Nevada Privacy Law (NRS Ch. 603A, Sec. 2(2)), please contact us at compliance@ixl.com. Please include "Nevada Rights Request" in the subject line.

Notice for Residents in the European Economic Area ("EEA") Residents

For personal information subject to the European Union General Data Processing Regulation ("GDPR"), we rely on several legal bases to process the data. These legal bases include where:

- The processing is necessary to perform our contractual obligations in our Terms of Service or other contracts with you (such as to provide you the Service as described in our Terms of Service);
- You have given your prior consent, which you may withdraw at any time (such as for marketing purposes or other purposes we obtain your consent for from time to time);
- The processing is necessary to comply with a legal obligation, a court order or to exercise or defend legal claims;
- The processing is necessary for the purposes of our legitimate interests, such as in improving, personalizing, and developing the Service, marketing the Service, such as new features or products that may be of interest, and promoting safety and security as described above.

If you have any questions about or would like further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided below in Section 14.

Residents in the EEA are entitled to certain rights with respect to personal information that we hold about them under the GDPR:

- **Right of access and portability.** The right to obtain access to your personal information, along with certain related information, and to receive that information in a commonly used format and to have it transferred to another data controller;



- **Right to rectification.** The right to obtain rectification of your personal information without undue delay where that personal information is inaccurate or incomplete;
- **Right to erasure.** The right to obtain the erasure of your personal information without undue delay in certain circumstances, such as where the personal information is no longer necessary in relation to the purposes for which it was collected or processed;
- **Right to restriction.** The right to obtain the restriction of the processing undertaken by us on your personal information in certain circumstances, such as where the accuracy of the personal information is contested by you, for a period enabling us to verify the accuracy of that personal information; and
- **Right to object.** The right to object, on grounds relating to your particular situation, to the processing of your personal information, and to object to processing of your personal information for direct marketing purposes, to the extent it is related to such direct marketing.

You may also have the right to make a GDPR complaint to the relevant Supervisory Authority. A list of Supervisory Authorities is available here: https://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm. If you need further assistance regarding your rights, please contact us using the contact information provided below and we will consider your request in accordance with applicable law. In some cases our ability to uphold these rights for you may depend upon our obligations to process personal information for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the services you have requested. Where this is the case, we will inform you of specific details in response to your request.

10. How does IXL protect children's privacy?

IXL does not permit children under the age of 13 to create an account and does not knowingly collect personally identifying information from children under the age of 13 without the consent and at the direction of a Parent. Please contact us at compliance@ixl.com if you believe we have inadvertently collected information from a child under 13 without parental consent so that we may delete the information as soon as possible.

Parents who purchase a subscription to the IXL Service may set up a Child profile associated with the Parent's account so that children under 13 may access the Service under the Parent's supervision. Please see our [IXL Service Children's Privacy Policy](#) to learn more about how IXL collects, uses and shares information associated with Child profiles. The Children's Privacy Policy applies to all users of Child profiles, regardless of the age of the Child.



When IXL is used by a School in an educational setting, the School may authorize IXL to collect information from a child under 13. Please refer to Section 11 to learn more about how IXL protects Student Data, including Students who may be under the age of 13, when the Service is used by a School.

11. How does IXL protect Student Data and comply with laws?

When IXL provides the Service to Schools, our collection, use and disclosure of Student Data is governed by our Terms of Service and/or any other agreement with the School, by the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and other applicable laws that may relate to the collection and use of personal information of students. If you have any questions about our collection and use of Student Data, please contact us at compliance@ixl.com. If you have any questions about reviewing, modifying, or deleting the personal information of a student, please contact your School directly.

The Student Privacy Pledge ("The Pledge"). IXL adheres to the [Student Privacy Pledge](#), an industry standard approach to privacy for K-12 service providers. The Pledge was created by the Future of Privacy Forum (FPF) and The Software & Information Industry Association (SIIA) and has been endorsed by the National School Boards Association (NSBA), the National Parent-Teacher Association (PTA), and the White House.

As part of our commitment to The Pledge, when we have access to Student Data through the provision of our Services to a School, the following core principles guide our decisions around data, security, and technology:

- IXL does not collect, maintain, use or share Student Data beyond that needed for an authorized educational or school purpose, or as authorized by our agreement with a School.
- IXL does not use or disclose Student Data for targeted advertising purposes.
- IXL does not build a personal profile of a Student other than in furtherance of a K-12 School purpose, or as authorized by a parent.
- IXL will maintain a comprehensive data security program designed to protect the types of Student Data maintained by IXL.
- IXL will not knowingly retain Student Data beyond the time period required to support the School's purpose, unless authorized by the parent.
- IXL will clearly and transparently disclose our data policies and practices.
- IXL will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will use our best efforts to ensure the successor



entity honors the privacy commitments made in this policy and/or we will notify the School of such a sale and provide the School an opportunity to opt-out by terminating its account before the data transfer occurs.

- We will not make any material changes to our Privacy Policy or Terms of Service that relate to the collection or use of Student Data without first giving notice to the School and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

The Family Educational Rights and Privacy Act ("FERPA"). This Privacy Policy and our Service are designed to meet our responsibilities to protect personal information from the students' educational records under FERPA. We agree to work with each School to jointly ensure compliance with the FERPA regulations.

The Children's Online Privacy Protection Act ("COPPA"). This Privacy Policy and our Service are designed to comply with COPPA. We do not knowingly collect personal information from a child under 13 unless and until a School has authorized us to collect such information through the provision of the Service on the School's behalf. When a School uses our Service in the classroom or in an educational context, we rely on the School to provide appropriate consent and authorization for a student under 13 to use the Service and for IXL to collect personal information from such student, as permitted by COPPA. Upon request, we will provide the School the opportunity to review and delete the personal information collected from their students. If you are a parent and you have questions about your child's use of our Service and any information collected, you should discuss your questions with your child's School.

Students Online Personal Information Protection Act ("SOPIPA"). This Privacy Policy and our Service are designed to comply with SOPIPA. We do not use Student Data for targeted advertising purposes. We do not use collected information to amass a profile of a K-12 student except in furtherance of K-12 school purposes. We never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we make efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify you of such a sale and provide you an opportunity to opt-out by deleting your account before the data transfer occurs. We will not sell students' personal information to third parties other than in the context of a business transaction.

California Assembly Bill 1584 ("AB 1584"). This Privacy Policy and our Service are designed to comply with AB 1584. Pupil records obtained by IXL from a local educational agency ("LEA") continue to be the property of and under the control of the LEA. Parents, legal guardians, or eligible pupils



may review personally identifiable information in the pupil's records and correct erroneous information by contacting their LEA directly. In the event of an unauthorized disclosure of a pupil's records, IXL will notify the LEA and will provide the LEA with a report to be shared with the affected parent(s), legal guardians(s) or eligible pupil(s). Pupil records will be deleted and/or de-identified in accordance with our data retention and deletion policies described above in the section "How long does IXL retain your information."

12. Links to other websites and services

The Services may contain links to and from third-party websites of our business partners, advertisers, and social media sites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and their practices are not covered by this Privacy Policy. We strongly recommend that you read their privacy policies and terms and conditions of use to understand how they collect, use, and share information. We are not responsible for the privacy practices or the content on the websites of third-party sites.

13. Updates to this Policy

IXL may, in its sole discretion, modify or update this Policy from time to time, which will be reflected in the 'Last Updated' date set forth at the beginning of this Policy. If we change this Policy in a material manner, we will do our best to notify you of the changes by posting a notice on our website or through other appropriate communication channels. Your continued use of the Services following the effective date of such update constitutes your acceptance of the revised Policy. If you do not agree to any of the terms in this Policy or to any future terms in a future revision of this Policy, do not use or access (or continue to access) the Service.

We will not make any material changes to our Privacy Policy or Terms of Service that would result in Student Data being used in a materially different manner than was disclosed when the information was collected without first giving notice to applicable Schools and providing a choice before such Student Data is used in a materially different manner than was disclosed when the information was collected.

In the event that you or your School has entered into a signed, written agreement with IXL, changes to this Policy may not be effective as to you until either (a) you or your School affirmatively accepts the changes to this Policy, either electronically or in a signed writing or (b) upon renewal of the School's agreement with IXL at the end of the current term.



14. Contact Us

If you have a question regarding this statement, or if a question was not addressed in this privacy policy, you may contact technical support using the contact information below. We will do our best to answer your question promptly and accurately.

IXL Learning, Inc.
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404 (USA)

compliance@ixl.com

Last Updated: July 1, 2020

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Terms of Service

Effective date: January 27, 2021

Thank you for your interest in using the online services operated by IXL Learning, Inc. (hereafter called "IXL"). These Terms of Service govern your use of online and/or mobile services, websites, and software provided on or in connection with www.ixl.com (collectively, the "Service"), which are offered through (i) www.ixl.com, (ii) mobile applications associated with www.ixl.com, and (iii) any other IXL website, app or online service which links to these Terms of Service.

By accessing or using the Service, or by clicking a button or checking a box marked "I Agree" (or something similar), you signify that you have read, understood and agree to be bound by these Terms of Service (the "Agreement"), and to the collection and use of your information as set forth in our [Privacy Policy](#), whether or not you are a registered user of our Service. IXL reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below. This Agreement applies to all visitors, users, and others who access or otherwise use the Service ("you" or "Users"). If you open an IXL account on behalf of a School, company, organization, or other entity, then "you" includes you and that entity.

A note about Student Data: This Service may be purchased by providers of educational services, such as schools, school districts, or teachers (collectively referred to as "Schools") that use our services for educational purposes. When IXL contracts with a School to provide the Service, we may collect or have access to Student Data (defined below), which may be provided by the School or by the student. We consider such Student Data to be strictly confidential and in general do not use such data for any purpose other than improving and providing our Services to the School or on the school's behalf. Our collection, use and sharing of Student Data is governed by this Agreement and any applicable laws and regulations including, in the U.S., provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF



ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. THE SERVICE

The Service helps its users to learn and practice various subjects including mathematics, language arts, science, and social studies. Unless explicitly stated otherwise, any new or improved features to the Service shall be provided subject to this Agreement. You understand and agree that the Service is provided "as-is" and that IXL assumes no responsibility for any mistakes, errors, or omissions, including any unavailability of the Service or deletion or loss of any data relating to the Service.

IXL grants you a personal, non-transferable and non-exclusive right and license to use the Service. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by IXL for use in accessing the Service.

To use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees or other costs associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

2. ELIGIBILITY AND AUTHORITY

IXL does not sell the Service to children, but only to adults who can purchase the Service with a credit card or other permitted payment method. If you are under eighteen (18) years of age, you may use the Service only with the involvement and consent of a parent, legal guardian, or at the direction of your School. Your School may impose additional policies regarding the use of the Service, with which you must comply.

If you open an IXL account to provide the Service to students in a School, you represent and warrant that you are an authorized representative of the School with the authority to bind the School to this Agreement, and that you agree to this Agreement on the School's behalf. If you contact IXL to take any action with respect to an account, you represent and warrant that you have all necessary authority to request such action(s) from or on behalf of the account-holder (e.g., a School or Parent).



The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13, you represent and warrant that you have the authority to provide consent on behalf of parents for IXL to collect information from students under 13 before allowing such students to access our Service. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as IXL and that they provide a copy of our Privacy Policy and the IXL Learning Student Data Privacy Pledge to parents.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or IXL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IXL has the right to suspend or terminate your account and refuse all current or future use of the Service (or any portion thereof).

4. GENERAL ACCOUNT INFORMATION

IXL sells access to the Service to a subscriber in the form of an account. Each account is provided for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "Account Terms"). The Account Terms are identified (in order of precedence) in the then-current quote or sales contract for the account, the selections made and account-specific terms disclosed when signing up for the account (which may be confirmed by e-mail), the description of account terms accessible through the IXL website when signed in to an appropriate user associated with the account and the default Account Terms set forth below. Each account may have Account Terms in addition to or different from those as set forth in this Agreement, but only to the extent set forth in a signed writing by the account subscriber and an officer of IXL.

IXL provides a variety of "account types" which may apply depending on the subscriber and the way an IXL account is created. Each account type has a default set of Account Terms which apply unless superseded as set forth above. IXL reserves the right to provision accounts that do not belong to any of these default account types and/or to provision accounts with different Account Terms regardless of its account type.

Account Types:



Family Account — A family account is purchased by or for a Parent. Family accounts are generally only available for purchase through the IXL website or a third-party app store using a credit card. A family account typically includes child profiles that can be used by a Parent's child at the Parent's direction. Family account subscriptions are generally for a term of one month, six months, or one year. The term is disclosed at the time of purchase. If multiple terms are available, the term can be selected at the time of purchase or later changed by contacting help@ixl.com. Family accounts automatically renew. See Section 6 below for more information about automatic renewal and cancellation of automatically renewing accounts.

- Classroom Account — A classroom account is purchased by or on behalf of a school, such as by a teacher. Classroom accounts may generally be purchased either through the IXL website, or by phone or e-mail. A classroom account typically includes a single teacher user and a small number of student users (which may vary depending on the purchase). A classroom account is typically for a term of one year. The term is disclosed at the time of purchase. Classroom accounts do not automatically renew. Action must be taken by the school or its authorized representative (e.g., teacher) to renew and continue using a classroom account past the end of the term. A classroom account is a type of school account. More information relating to school accounts may be found in Section 5 below.
- Site Account — A site account is purchased by or on behalf of a school or school district. Site accounts may be purchased by phone or e-mail. A site account typically includes an unlimited number of teacher users and a set maximum number of student users (which may vary depending on the purchase). A site account may be for a term of one year or longer. The term is disclosed at the time of purchase. Site accounts do not automatically renew. Action must be taken by the school or its authorized representative (e.g., school administrator) to renew and continue using a site account past the end of the term. A site account is a type of school account. More information relating to school accounts may be found in Section 5 below.

Quotes and Proposals: Any quotes or proposals provided by IXL are valid only for a limited time and are effective only with the agreement of the relevant parties. Quotes and proposals may be withdrawn by IXL at any time in its sole discretion. Quotes and proposals may include information that is proprietary and confidential to IXL and to the maximum extent permitted by law may not be disclosed to anyone other than their intended recipient. By requesting and/or accepting receipt of a quote or proposal from IXL you agree to keep such quotes or proposals confidential, to not disclose such quotes or proposals to any third party, and to immediately return and/or destroy all



quote and proposal materials upon receiving a request to do so from IXL. To the extent that public records laws may apply to a quote or proposal provided by IXL, you agree to immediately notify IXL of any public records request that may result in disclosure of an IXL quote or proposal and provide IXL all reasonable opportunities to take steps to prevent such disclosure to the maximum extent permitted by law and will reasonably cooperate with IXL.

Payments: School accounts have the option to make payment by credit card, check, or other methods at IXL's discretion (contact us for details). Payment must be received by IXL no later than 30 days after IXL issues an invoice. If IXL does not receive payment within 30 days, the invoice is past due and IXL reserves the right to suspend access to the affected school account(s) and take collection action. Suspension of an account does not relieve the account-holder of its obligation to pay for the account. IXL reserves the right to charge a late fee in the amount of 1% per month or the maximum permitted by law and its reasonable attorney's fees in securing payment of past due amounts.

Cancellation: Except as set forth below or otherwise agreed by IXL in a signed writing, accounts may not be canceled until the end of the current term of the account. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the current term.

IXL permits early cancellations only in the following circumstances:

- In the event that the Service is permanently discontinued.
- IXL otherwise permits early cancellations only to the extent required by applicable law. In the event of such an early cancellation, the parties agree that the account-holder is responsible for all amounts due and payable before the date of early cancellation without pro-ration or to the greatest extent permitted by law. The parties agree that IXL's efforts in selling, provisioning and providing an account are front-loaded and for that reason, pro-ration of fees in the event of early cancellation is not necessary or appropriate.

End of Subscription: When an account subscription ends (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, IXL may, at its sole discretion, permit continued, limited access for users of the Account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the account. If an account-holder or any of its users wishes to save or maintain any data, it is the account-holder and its user's sole obligation to download such data before the conclusion of the term. Once the term of an account ends, IXL may delete data relating to an account in accordance with this Agreement and the Privacy



Policy. It is the account-holder's sole responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

5. SCHOOL ACCOUNTS AND STUDENT DATA

This Section 5 applies to a School's use of the Service.

When IXL is used by a School for an educational purpose, IXL may collect or have access to Student Data that is provided by the School or by a student. "Student Data" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

The School or the student, and not IXL, owns and controls the Student Data. You authorize IXL to access, collect, transmit, modify, display and store Student Data to provide the Service and as described in this Agreement and in our Privacy Policy.

Compliance with Laws. In the U.S., IXL may collect and process Student Data as a School Official with a legitimate educational interest pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g). Individually and collectively, we and our School Users agree to uphold our obligations under FERPA, COPPA, the Protection of Pupil Rights Amendment ("PPRA"), applicable State laws relating to student data privacy, and with all other laws and regulations governing the protection of Student Data.

Use of Student Data. By submitting, providing us access to, or causing us to receive Student Data, you agree that IXL may use the Student Data for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent.

Use of De-Identified or Anonymized Student Data. You agree that both before and after the term of the Agreement, IXL may collect, analyze, use, and retain data derived from Student Data as well as data about users' access and use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new products or services, conducting research or other purposes, provided that IXL may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

Use of Personal Information for Marketing. You agree that IXL may provide customized content, advertising, and commercial messaging to



school, teacher or district administrative users and other non-student users from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, IXL shall never use Student Data to engage in targeted advertising.

Disclosure of Student Data and Third-Party Service Providers. You acknowledge and agree that IXL may provide access to Student Data to our employees and service providers which have a legitimate need to access such information to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. IXL shall not share Student Data with third parties other than as described in this Agreement and in the IXL Privacy Policy, or with consent of the School or parent.

Student Data Access and Deletion Requests. You may request that we delete Student Data in our possession at any time by providing such a request in writing, and we shall comply with such request within thirty (30) days, except that IXL shall not be required to delete Student Data that has been moved to a personal family account on the Service or as otherwise prohibited by law. A parent or student over the age of 18 seeking to access, modify, correct, or delete personal information in a student account that is connected to a School account will be instructed to contact the School to discuss data deletion or modification. IXL is not required to delete data that has been derived from Student Data if such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

Data Security and Breach Notification. We have implemented administrative, physical and technical safeguards designed to secure the personal information in IXL's possession and control from unauthorized access, disclosure and use. If an unauthorized party gains access to or has been disclosed Student Data (a "Security Event"), that we have collected or received through the Service under this Agreement, we will promptly notify the School. If, due to a Security Event which is caused by the acts or omissions of IXL or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and IXL shall indemnify the School for reasonable costs related to legally-required notifications. With respect to any Security Event which is not caused by the acts or omissions of IXL or its agents, IXL shall reasonably cooperate with School's investigation of the Security Event, as School requests, at School's reasonable expense, but IXL shall not indemnify a School for costs associated with the Security Event. IXL shall be responsible for the timing, content, cost and method of notice



and compliance with such laws as they relate to users that are not associated with a School account.

State Specific Terms. The following additional terms may apply depending on the state a School is located:

5.1 Connecticut

This Section 5.1 applies to the use of the Service by Schools located in the State of Connecticut. The purpose of this Section 5.1 is to document compliance with applicable Connecticut state laws that may apply to the use of the Service by Schools in Connecticut, such as Conn. Gen. Stat. Ann. § 10-234aa-dd. This Section 5.1 incorporates by reference the definitions set forth in Conn. Gen. Stat. Ann. § 10-234aa.

If you open an IXL account to provide the Service to students in a School located in the State of Connecticut, you represent and warrant that you are authorized to do so on behalf of the local or regional board of education with authority over the School and that you are authorized to communicate with IXL on behalf of the local or regional board of education.

IXL and you shall comply with all applicable sections of Conn. Gen. Stat. Ann. § 10-234aa-dd. The following terms shall apply as required by Conn. Gen. Stat. Ann. § 10-234bb. To the extent that any such required terms conflict with other terms in this Agreement, the terms of this Section 5.1 shall apply.

- a. Student information, student records and student-generated content are not the property of or under the control of IXL.
- b. The local or regional board of education may request the deletion of any student information, student records or student-generated content in the possession of IXL by sending a request to compliance@ixl.com. As permitted by Conn. Gen. Stat. Ann. § 10-234bb(2), IXL is not required to delete information prohibited from deletion or required to be retained under state or federal law or stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor. IXL will, however, comply with requests for deletion of student information, student records, or student-generated content that is restored from such disaster recovery storage systems.
- c. IXL will not use student information, student records and student-generated content for any purposes other than those authorized pursuant to this Agreement.



A student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record by contacting their School. IXL will respond to such requests in accordance with instructions sent by an authorized School representative to compliance@ixl.com.

- d. IXL will take actions designed to ensure the security and confidentiality of student information, student records and student-generated content.
- e. IXL will promptly notify the local or regional board of education in accordance with the provisions of section 10-234dd when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content.
- f. Student information, student records or student-generated content shall not be retained or available to the contractor upon expiration of this Agreement. This restriction shall not apply to the extent that a student, parent or legal guardian of a student independently establishes or maintains an electronic account with IXL for the purpose of storing their student-generated content.
- g. IXL and the local or regional board of education shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.
- h. The laws of the state of Connecticut shall govern the rights and duties of IXL and the local or regional board of education.
- i. If any provision of this Section 5.1 is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

5.2 New York

This Section 5.2 applies to the use of the Service by Schools located in the State of New York. The purpose of this Section 5.2 is to document compliance with New York state laws that may apply to the use of the Service by Schools in New York, such as New York State Education Law Section 2-d (Ed Law 2-d) and Part 121 of Title 8 of the Codes, Rules and Regulations of the State of New York (8 CRR-NY § 121). This Section 5.2 incorporates by reference the definitions set forth in Ed Law 2-d § 3 and 8 CRR-NY § 121.1.

If you open an IXL account to provide the Service to students in a School located in the State of New York, you represent and warrant that you are authorized to do so on behalf of the educational agency with authority over the School and that you are authorized to communicate with IXL on behalf of the educational agency.



IXL and you shall comply with all applicable sections of Ed Law 2-d and 8 CRR-NY § 121. The following terms shall apply as required by Ed Law 2-d § 5(b)(3) and 8 CRR-NY § 121.3, 121.6. To the extent that any such required terms conflict with other terms in this Agreement, the terms of this Section 5.2 shall apply.

- 8 CRR-NY § 121.6(a)(1): outline how the third-party contractor will implement all State, Federal, and local data security and privacy contract requirements over the life of the contract, consistent with the educational agency's data security and privacy policy –

IXL has implemented policies and procedures consistent with the New York State Education Department Data Privacy and Security Policy v1.0 (available [here](#)). It is the School's responsibility to provide IXL with its data security and privacy policy if different than the New York State Education Department Data Privacy and Security Policy. IXL will review its policies and procedures against data security and privacy policies provided to it by educational agencies. In the event IXL's policies and practices are not consistent with the educational agencies' policies, IXL will take commercially reasonable efforts to achieve consistency.

- 8 CRR-NY § 121.6(a)(2): specify the administrative, operational and technical safeguards and practices it has in place to protect personally identifiable information that it will receive under the contract –

IXL employs reasonable organizational and technical safeguards to prevent unauthorized access, use, alteration, or disclosure of personally identifiable information stored on systems under IXL's control. Please see Section 8 of IXL's Privacy Policy. School administrators may also request a copy of IXL's Security Policies and Procedures.

- 8 CRR-NY § 121.6(a)(3): demonstrate that it complies with the requirements of section 121.3(c) of this Part –

The Parent Bill of Rights, along with any other supplemental documentation relating specifically to your School, is included in this contract unless IXL and your School or District have entered into a separate signed written agreement regarding that subject matter. If your School does not have a Parent Bill of Rights, the New York State Parent Bill of Rights (available [here](#)) is applicable and is included in this contract.



8 CRR-NY § 121.3(c)(1) the exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract –

to provide the IXL Service as set forth in this Agreement. Student data and teacher or principal data will not be used for any other purpose.

•8 CRR-NY § 121.3(c)(2) how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable State and Federal laws and regulations (e.g., FERPA; Education Law section 2-d) –

Subcontractors and other authorized persons or entities will be provided such information pursuant to contractual obligations to maintain the confidentiality of such data in a manner consistent with this Agreement.

•8 CRR-NY § 121.3(c)(3) the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be destroyed) –

This Agreement will be in effect for a School so long as that School has an active subscription to the IXL Service. Upon expiration or termination of a School's subscriptions without renewal, IXL will delete student data and teacher or principal data in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule. Authorized School administrators may contact IXL at compliance@ixl.com to request additional information about our standard data retention schedule and available options for customizing IXL's standard data retention schedule to meet individual School requirements.

•8 CRR-NY § 121.3(c)(4) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected –

Parents, students, eligible students, and teachers or principals may contact their School to exercise this right. IXL will cooperate with the School to effectuate such requests at the School's direction.



•8 CRR-NY § 121.3(c)(5) where the student data or teacher or principal data will be stored, described in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated –

Student data and teacher or principal data for Schools located in New York will be stored in the United States. Such data will be stored in a manner consistent with the NIST Cybersecurity Framework to mitigate against data security and privacy risks.

•8 CRR-NY § 121.3(c)(6) address how the data will be protected using encryption while in motion and at rest –

IXL will utilize a technology or methodology specified or permitted by the Secretary of the United States Department of Health and Human Services in guidance issued under section 13402(H)(2) of Public Law 111-5.

•8 CRR-NY § 121.6(a)(4) specify how officers or employees of the third-party contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the Federal and State laws governing confidentiality of such data prior to receiving access –

IXL periodically provides training to its employees regarding data security and privacy obligations with respect to such data.

•8 CRR-NY § 121.6(a)(5) specify if the third-party contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected –

While IXL does not sub-contract portions of any particular contract with a customer, IXL does utilize vendors in the course of providing the IXL Service. Such vendors will only be provided personally identifiable information to the extent necessary for them to provide their contracted-for services and will be subject to obligations of confidentiality and security consistent with this Section 5.2.

•8 CRR-NY § 121.6(a)(6) specify how the third-party contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency –

IXL will manage and respond to Security Events as set forth in Section 5 of this Agreement and Section 8 of the Privacy Policy. As required by Ed Law 2-d, IXL will notify the school of a Security Event in the most expedient way possible and without unreasonable delay.



•8 CRR-NY § 121.6(a)(7) describe whether, how and when data will be returned to the educational agency, transitioned to a successor contractor, at the educational agency's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires –

Upon expiration or termination of a School's subscriptions without renewal, IXL will delete student data and teacher or principal data in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule. Authorized School administrators may contact IXL at compliance@ixl.com to request additional information about our standard data retention schedule and available options for customizing IXL's standard data retention schedule to meet individual School requirements.

6. MEMBERSHIP AND BILLING FOR ACCOUNTS WITH AUTOMATIC RENEWAL

This Section 6 applies to accounts that have been created through the Service using a credit card and automatically renew.

You can find specific details regarding your membership with IXL at any time. Simply sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details. You may also contact IXL with any questions that you may have by [contacting us](#).

Billing and Automatic Renewals.

MEMBERSHIP SUBSCRIPTION RENEWAL FEES WILL BE AUTOMATICALLY CHARGED TO YOUR CARD ON FILE EACH SUBSCRIPTION PERIOD (MONTHLY OR YEARLY), UNTIL YOU CANCEL.

By starting your IXL membership, you are expressly agreeing that we are authorized to charge you the membership fee associated with the term of your membership (e.g., monthly or yearly) you chose during registration. Thereafter, we will automatically renew your subscription on each (monthly or yearly) anniversary of your subscription date, and as authorized by you by checking the box demonstrating your consent for automatic monthly/yearly renewals of your subscription during the sign-up process, we will charge your then-current payment method (or to a different payment method if you change your account information) associated with your account with the applicable then-current fee and any sales or similar taxes that may be imposed. Please note that prices and charges are subject to change with notice. As used in this Agreement, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method.



You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in your membership plan, and you authorize us to charge your Payment Method for such varying amounts. Payments are nonrefundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information from your Membership details page. To access your Membership details page, sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

You must cancel your membership before it renews each billing period to avoid billing of the next membership fee to your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month or year thereafter unless and until you cancel your membership. Sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details to see the commencement date for your next renewal period. We automatically bill your Payment Method each month or year on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment.

Note: In the event your monthly membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying member on January 31, your Payment Method would next be billed on February 28.

Cancellation of Automatic Renewals. You may cancel your IXL membership at any time, and cancellation will be effective immediately. You will continue to have access to the program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods. To cancel your membership, sign in to your IXL account and click the words "Cancel membership" on your Membership details page. Follow the instructions for cancellation under the heading "Cancel Membership."

Price Changes. We reserve the right to adjust the pricing for our Service, including but not limited to membership subscription plans, in any manner and at any time as we may determine in our sole and absolute discretion.



Except as otherwise expressly provided for in this Agreement, any price changes will take effect following posting or other notice to you (e.g., e-mail).

Purchases through Third-Party Stores. If you purchased your IXL membership through a third-party store, such as through your Apple iTunes or Google Play account, portions of this Section may not apply to you. Because such a purchase is between you and the third-party store, and not IXL, you acknowledge and agree that IXL is not responsible for billing for your membership and is not responsible or liable for any claims relating to the billing of your purchase. If you have questions about membership or billing, you should contact the Apple iTunes store directly.

7. ACCOUNT PASSWORD AND SECURITY

You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify IXL of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. IXL cannot and will not be liable for any unauthorized access to your account or data that arises from your acts or omissions.

IXL accounts may not be shared by more than one person or organization unless express authorization is given by IXL Learning, Inc.

8. USER CONTENT

You are solely responsible for any content that you create, transmit or display while using the Service.

The Service or IXL may now or in the future allow Users to submit, post, display, provide, or otherwise make available content such as text, images, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as "**User Content**").

We claim no ownership rights over User Content created by you. The User Content you create remains yours.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service or to IXL, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to IXL a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list



information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and IXL's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

You must have the legal right to the User Content you submit to the Service. You may not upload or post any User Content to the Service that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may post only User Content that you have permission to post by the by the owner or by law.

9. COPYRIGHT COMPLAINTS

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify IXL's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit IXL to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.



The above information must be submitted to the following DMCA Agent:

DMCA Agent; Legal Department
IXL Learning, Inc.
777 Mariners Island Blvd.
Suite 600
San Mateo, CA 94404
E-mail: legalnotices@ixl.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying IXL and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with IXL's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, IXL has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. IXL may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction(s) in which you reside. You agree to comply with all applicable laws regarding the transmission of data exported from the United States or the jurisdiction(s) in which you reside.

11. INDEMNITY

To the extent permitted by applicable law, you agree to indemnify and hold IXL, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) content you submit, post, transmit or make available through the Service, including without limitation, User Content, (ii) your use or misuse of the Service, (iii) your connection to the Service, (iv) your violation of the Agreement, (v) your violation of any applicable law or the rights of another



person or entity, (vi) your willful misconduct, or (vii) any other party's access and use of the Service with your unique username, password, or other appropriate security code. IXL reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

12. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

13. NOTIFICATION PROCEDURES AND MODIFICATIONS TO AGREEMENT

IXL may provide notifications, whether required or provided by law or otherwise, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by IXL in our sole discretion.

IXL may, in its sole discretion, modify or update this Agreement from time to time, which will be reflected in the `date last modified` set forth below. If we change this Agreement in a material manner, we will update the `Effective Date` at the top of this page and notify you that material changes have been made to this Agreement. Your continued use of the Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Service.

Notwithstanding the foregoing, IXL shall not make any material change to the Terms that relate to the collection or use of Student Data without first giving notice to the school or parent and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

In the event that you have entered into a signed, written agreement with IXL in addition to this Agreement, any changes to this Agreement will not be effective as to you until either (a) you affirmatively accept the changes to this Agreement, either electronically or in a signed writing or (b) upon renewal at the end of the current term of your account.

You will not be permitted to continue using the Service and IXL reserves the right to cancel your account without notice if you refuse or otherwise fail to accept changes made by IXL to this Agreement.



Notices that are required or permitted to be sent to IXL must be sent to the following mailing address by certified mail with a copy sent by e-mail.

Legal Department
IXL Learning, Inc.
777 Mariners Island Blvd.
Suite 600
San Mateo, CA 94404
E-mail: legalnotices@ixl.com

14. MODIFICATION OR TERMINATION OF SERVICE

IXL reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that IXL shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service. In the event of permanent discontinuance of the Service, IXL's liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

You agree that IXL, in its sole discretion, may suspend or terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if IXL believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. You agree that any termination of your access to the Service under any provision of this Agreement may be implemented without prior notice, and you acknowledge and agree that IXL may immediately deactivate or delete your account and all data relating to your account and/or bar any further access to the Service. Further, you agree that IXL shall not be liable to you or any third party for any termination of your access to the Service.

15. LINKS

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because IXL has no control over such sites and resources, you acknowledge and agree that IXL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that IXL 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.

16. IXL's PROPRIETARY RIGHTS



You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property

and other laws. You further acknowledge and agree that information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by IXL or advertisers, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Any automated scraping, harvesting, indexing, mining, or any other extraction of any content from the Service is expressly prohibited.

The Service is protected by copyright and other laws in both the United States and elsewhere. Under the terms of this Agreement, it is expressly forbidden to distribute or reproduce the content of the Service or any portion thereof by any means, including but not limited to electronic and print.

IXL reserves the right to cancel your account without refund if it is determined that you have violated this section of the Agreement.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. IXL MAKES NO WARRANTY OR CONDITION THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE 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 ANY SUCH MATERIAL.



4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

18. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IXL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF IXL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

In no event shall IXL or its subsidiaries, parent companies, affiliates, licensors, contractors, employees, officers, directors, agents or third-party partners' total liability to you for all damages, losses, and causes of action arising out of or relating to this Agreement or your use of the IXL Service (whether in contract, tort, warranty or otherwise, exceed the amount paid by you, if any, for accessing the IXL Service during the twelve (12) months preceding your claim or one hundred dollars (\$100), whichever is greater.

19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

20. TRADEMARK INFORMATION

IXL and the IXL logo are registered trademarks of IXL Learning, Inc. You agree not to use any IXL trademarks without the express advance written permission of IXL.

21. GOVERNING LAW AND VENUE

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to



personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

You agree to submit to the personal jurisdiction of the federal and state courts located in San Mateo County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Mateo County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

22. ARBITRATION

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM IXL. For any dispute with IXL, you agree to first contact us at legalnotices@ixl.com and attempt to resolve the dispute with us informally. In the unlikely event that IXL has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in San Mateo County, California, unless you and IXL agree otherwise. If you are a School or are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the



award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing IXL from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

23. CLASS ACTION/JURY TRIAL WAIVER

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND IXL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

24. ADDITIONAL TERMS FOR MOBILE APPLICATIONS

Mobile Applications, Generally. We may make available software to access the Service via a mobile device ("Mobile Applications"). To use a Mobile Application, you must have a mobile device that is compatible with at least one of the Mobile Applications. IXL does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. IXL hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one IXL User Account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify,



disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease,

loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (iv) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that IXL may from time to time issue updates and upgrades, including but not limited to upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. By installing the Mobile Applications, you consent to the activation of the Mobile Application by IXL, 777 Mariners Island Blvd., Suite 600, San Mateo, CA 94404, and to all future automatic upgrading and updating on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. You can withdraw your consent at any time by uninstalling the Mobile Applications. To request assistance, please contact IXL support at help@ixl.com. You acknowledge and understand and agree that the Mobile Applications, and the Service (including any updates and upgrades) will (a) cause your device to automatically communicate with our servers to deliver the Service's functionalities (as described where you downloaded the Mobile Applications (such as iTunes and Google stores) (b) affect the app-related preferences or data stored in your device, and (c) collect personal information as set out in our [Privacy Policy](#). Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and IXL or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. IXL reserves all rights not expressly granted under this Agreement. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The Mobile Applications originates in the United



States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

Mobile Applications from Apple App Store. The following applies to any Mobile Applications you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and IXL, not Apple, Inc. ("Apple") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to IXL as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to IXL as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, IXL, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and IXL acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.



Mobile Applications from Google Play Store. The following applies to any Mobile Applications you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and IXL only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) IXL, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to IXL's Google-Sourced Software.

25. GENERAL TERMS

This Agreement, together with any amendments and any additional agreements you may enter into with IXL relating to the Service, shall constitute the entire agreement between you and IXL and govern your use of the Service, superseding any prior agreements between you and IXL. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. This Agreement may only be superseded by a signed, notarized writing executed by an officer of IXL. The failure of IXL to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. We might make versions of this Agreement or one or more of our Policies available in languages other than English. If we do, the English version of this Agreement and any such Policies will govern our relationship and the translations are provided for convenience only and will not be interpreted to modify the English version of this Agreement or such Policies.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Last Updated: January 27, 2021

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

This Amendment is entered into as of June 1, 2023, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and IXL Learning, Inc. (“IXL”) pursuant to the Renewal Quote # 1341051-2023-001-4 dated January 30, 2023, the Sales Contract, and the Terms and Conditions of Sale (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. IXL shall not materially modify or amend the Agreement (see <https://www.ixl.com/termservice>) or Privacy Policy (see <https://www.ixl.com/privacypolicy/serviceprivacypolicy>) 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 IXL prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. IXL acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and IXL 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 IXL 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, IXL shall also maintain all student data obtained from School District in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein “SOPPA”). In accordance with SOPPA, the School District

has separately executed an Exhibit E "General Offer of Privacy Terms" to join in the IL-NDPA Agreement between IXL and another Illinois public school district.

6. **Insurance.** During the term of this Agreement and any renewal thereof, IXL 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. **Limitation of Liability.** Section 7 of the Terms and Conditions of Sale, regarding limitation of liability, is hereby stricken in its entirety.

8. **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**

IXL LEARNING, INC.

By: _____

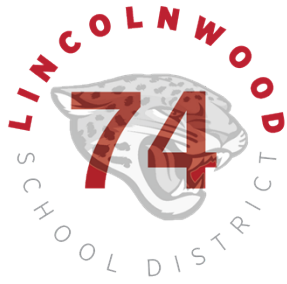
By: Paul M. ...

Its: _____

Its: Chief Executive Officer

Date: _____

Date: 5/22/2023



Executive Summary Finance Committee Meeting

DATE: June 8, 2023

TOPIC: Brightly Maintenance Software Purchase for 2023-2026

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District has used a product called SchoolDude for many years to help complete, file, and review classroom work orders, building engineering maintenance requests and provide our staff with preventative maintenance schedules for mechanical equipment throughout the district. Last year SchoolDude was purchased by a new company called Brightly. Brightly provides the same services and products in their updated catalog, which we will continue to utilize within the District.

The District's Legal Counsel has reviewed the data processing addendum, mutual, confidential, reality, professional services, addendum, software, subscription, agreement, and master subscription agreement. Counsel has offered our standard Amendment to the vendor which covers auto renewals, indemnification, court and venue, liability and SOPPA language. The vendor has a copy of the Amendment that is currently being reviewed by the vendor's legal team, but it has not been endorsed at this time. Because this service is limited to staff and our maintenance team, this service does not fall under the Student Online Personal Protection Act therefore no IL-NDPA or Exhibit E is required.

Fiscal Impact:

\$8,594.59. The District paid \$9,660.30 during the 2022-23 school year to School Dude/Brightly for Maintenance Request, Scheduling and Preventative Maintenance Tracking Programs. The proposed 3-year quote starts at \$8,594.59 for year 1, \$9,110.27 for year 2 and \$9,656.88 for year 3.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the Brightly contract for Maintenance Request, Scheduling and Preventative Maintenance Tracking in the amount of \$8,594.59 for year 1, \$9,110.27 for year 2 and \$9,656.88 for year 3.



PREPARED FOR

Lincolnwood School District 74 ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON



Lincolnwood School District 74

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Lincolnwood School District 74:

Service Term: 36 months (07/01/2023 - 06/30/2026)

Item	Start Date	End Date	Investment
FSDirect	7/1/2023	6/30/2024	\$2,940.93
MaintenanceEssentials Pro	7/1/2023	6/30/2024	\$5,653.66
Annual Renewal:		\$8,594.59 USD	

*Your Illinois Learning Technology Purchasing Program discount has been applied.



Subscription		
Item	Investment Year 2 Start Date: 07/01/2024	Investment Year 3 Start Date: 07/01/2025
FSDirect	3,117.39 USD	3,304.43 USD
MaintenanceEssentials Pro	5,992.88 USD	6,352.45 USD
Total:	9,110.27 USD	9,656.88 USD



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of



Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-334322 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

Bringing Assets Into Focus

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 12th-15th, 2023. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

Admission for Illuminate is \$895 for tuition only and \$1795 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning September 1st through March 10th, 2023.



Signature

Presented to:

Q-334322

March 06, 2023, 10:40:09 AM

Accepted by:

Printed Name

Signed Name

Title

Date

SUBSCRIBER DATA PROCESSING ADDENDUM

This Subscriber Data Processing Agreement (“**DPA**”) forms part of, and is subject to, the Master Subscription Agreement or other written or electronic terms of service or subscription agreement between Brightly Software, Inc. or its Affiliate that is party to such agreement (“**Company**”) and the **Subscriber** defined thereunder, together with all Subscriber Affiliates who are signatories on an Order Form for their own Service pursuant to such Agreement (such agreement, the “**Agreement**”). This DPA shall be effected on the effective date of the Agreement unless this DPA is separately executed in which case it is effective on the date of the last signature (“**Effective Date**”).

WHEREAS

(A) Subscriber acts as a Data Controller. Company offers a suite of Software-as-Service (SaaS) applications, products and services provided as Company-hosted, cloud Service.

(B) Subscriber wishes to contract certain Services, which may include processing of Subscriber’s Personal Data to Company.

(C) The parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 and EU 2021/915 of the European Parliament and of the Council of June 2021 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(D) The parties agree to comply with the following provisions with respect to Personal Data, each acting reasonably and in good faith.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between the terms and conditions of this Agreement and the Agreement, the terms and conditions of this Agreement shall supersede and control. Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:
 - 1.1. “Authorized Employee” means an employee of Company who has a need to know or otherwise access Personal Data to enable Company to perform its obligations under this DPA or the Agreement;
 - 1.2. “Authorized Individual” means an Authorized Employee or Subprocessor.
 - 1.3. “Data Privacy Laws” means EU General Data Protection Regulation 2016/679 and EU 2021/915 of the European Parliament and of the Council (“GDPR”) and the U.K. Data Protection Act 2018 and the United Kingdom General Data Protection Act (“UK GDPR”), or to the extent applicable and amended, the data protection or privacy laws of any other country designed to replace the foregoing and having equivalent effect;
 - 1.4. “EEA” means the European Economic Area, including the European Union, Iceland, Lichtenstein and Norway;
 - 1.5. “Instructions” means the directions, either in writing, in any form or medium, or by using a software or tool, issued by Subscriber to Company.
 - 1.6. “Model Clauses” means European Commission’s decision 2021/915 of June 2021 on standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection, which may be amended from time to time.
 - 1.7. “Personal Data” means any Personal Data (i) of Data Subjects in the EEA or the United Kingdom or (ii) held by Subscriber if the Subscriber is in the EEA or United Kingdom Processed by Company or any Subprocessor on



behalf of Subscriber pursuant to the Agreement. For avoidance of doubt, De-Identified Data or otherwise aggregated or anonymized data is not Personal Data.

- 1.8. "Service" shall have the meaning set forth in the Agreement.
- 1.9. "Subprocessor" means an authorized third-party appointed by or on behalf of Company to Process Personal Data;
- 1.10. The terms, "Commission", "Subscriber", "Data Subject", "Member State", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their associated terms shall be construed accordingly.

2. Subscriber Processing of Personal Data

- 2.1. Subscriber shall, at all times Process Personal Data, and provide instructions for the Processing of Personal Data in compliance with the Data Privacy Laws. Subscriber shall ensure that its Instructions comply with all laws, rules and regulations applicable in relation to the Personal Data and that the Processing of Personal Data in accordance with Subscriber's Instructions will not cause Company to be in breach of the Data Privacy Laws. Subscriber is solely responsible for the accuracy, quality and legality of (i) Personal Data provided to Company by or on behalf of Subscriber, (ii) the means by which Subscriber acquired any such personal Data, and (iii) the Instructions it provides to Company regarding the Processing of such Personal Data. Subscriber shall not provide or make available to Company any Personal Data in violation of the Agreement or which is otherwise inappropriate for the nature of the Service, and shall indemnify Company from all claims and losses in connection therewith.
- 2.2. Company shall Process Personal Data only (i) for purposes set forth in the Agreement, (ii) in accordance with the terms and conditions set forth in this DPA and any other documented Instructions provided by Subscriber, and (iii) in compliance with the Directive and the GDPR. Subscriber hereby instructs Company to Process Personal Data in accordance with the foregoing and as part of any Processing initiated by Subscriber in its use of Service.

3. Data Processing Detail

- 3.1. Data Subjects. Subscriber may transfer Personal Data to Company, the extent of which is determined in Subscriber's sole discretion, and which may include Personal Data relating to: the following categories of Data Subjects: (i) the Subscriber's Authorized Individuals, employees, contractors or other Representatives, and (ii) Subscriber's end users/customers.
- 3.2. Categories of Data. The Subscriber may transfer the following types of Personal Data for the purposes set out in this DPA:
 - 3.2.1. identification and contact data (e.g. name, address, GPS location, contact details);
 - 3.2.2. general organizational data (such as your department, job title, area of responsibility);
 - 3.2.3. IT data (IP addresses, passwords, access rights, cookies data and usage data); and
 - 3.2.4. other information voluntarily disclosed by Subscriber.
- 3.3. Nature, Subject Matter, and Purpose of Processing. Company Processes Subscriber Personal Data only for the performance of Service pursuant to the Agreement.
- 3.4. Duration of Processing. The duration of the Processing shall be for the Term of the Agreement. Following Termination, Company may return or delete the Personal Data in accordance with the Agreement except as required to be retained by the laws of the EEA member states.

4. Authorized Employees

- 4.1. Company shall use commercially reasonable measures to ensure the reliability and training of any employee, agent or contractor of any Authorized Employee who may access the Personal Data. Company shall ensure that Authorized Employees are aware of the Confidential Information nature of the Personal Data and are bound by confidentiality agreements to Company, during and after their engagement with Company. Company shall use commercial reasonable measures to limit access to Personal Data to only Authorized Individuals.

5. Subprocessor



- 5.1. Subscriber acknowledges and agrees that Company may (1) engage the Subprocessors listed in Schedule A to this Agreement to access and Process Personal Data in connection with the Service and (2) continue to use those Subprocessors already engaged at the date of this Agreement, subject to Company's compliance with the obligations herein.
- 5.2. Company shall ensure that all Subprocessors have executed confidentiality agreements that prevent them from disclosing or otherwise Processing any Personal Data both during and after their engagement by Company.
- 5.3. Company shall ensure that each Subprocessor is governed by a written contract that imposes data protection obligations at least as protective as this Agreement.
- 5.4. If Subscriber has entered into Model Clauses as described in Section 6 (Transfers of Personal Data), the above authorizations will constitute Subscriber's prior written consent to the subcontracting by Company of the Processing of Personal Data if such consent is required under the Model Clauses.

6. Security

- 6.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Company shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of Processing Personal Data.
- 6.2. Adherence to an approved certification mechanism will be sufficient to demonstrate Company's (or Subprocessors') compliance with its security obligations under this Agreement.

7. Transfers of Personal Data

- 7.1. If Company transfers Personal Data outside of the EEA or the United Kingdom to any countries, Company makes that transfer pursuant to the Model Clauses as defined in this Agreement.

8. Data Subject Rights

- 8.1. Company shall, to the extent permitted by law, promptly notify Subscriber upon receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, erasure, data portability, restriction or cessation of Processing, withdrawal of consent to Processing, and/or objection to being subject to Processing that constitutes automated decision-making (herein referred as "Data Subject Requests"). If Company receives a Data Subject Request in relation to Subscriber's data, Company will advise the Data Subject to submit their request to Subscriber and Subscriber will be responsible for responding to such request, including, where necessary, by using the functionality of the Service.
- 8.2. Company shall, at the request of the Subscriber, and taking into account the nature of the Processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Subscriber in complying with Subscriber's obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, provided that (i) Subscriber is itself unable to respond without Company's assistance and (ii) Company is able to do so in accordance with all applicable laws, rules, and regulations. Subscriber shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Company.

9. Actions and Access Requests

- 9.1. Company shall provide Subscriber with reasonable cooperation and assistance, where Subscriber must comply with its obligations under the GDPR, conduct a data protection impact assessment and/or to demonstrate such compliance, provided that Subscriber does not otherwise have access to the relevant information. To the extent legally permitted, Subscriber shall be responsible for any costs and expenses arising from any Company assistance.
- 9.2. Company shall provide Subscriber with reasonable cooperation and assistance with respect to Subscriber's cooperation and/or prior consultation with any Supervisory Authority, where necessary and required by the GDPR.
- 9.3. To the extent legally permitted, Subscriber shall be responsible for any costs and expenses arising from any Company assistance.



10. Audit Rights

- 10.1. Company shall maintain records sufficient to demonstrate its compliance with its obligations under this Agreement.
- 10.2. If Subscriber reasonably considers that information made available pursuant to Section 9.1 is insufficient to demonstrate compliance with this Agreement, Company will allow an audit by Subscriber (or auditors appointed) in relation to Company's processing of Employee Personal Data. Any such audit will be carried out remotely (unless otherwise agreed by the parties or expressly required by a Supervisory Authority) and in accordance with Company's reasonable security requirements. All results of the audit shall be subject to the confidentiality obligations of the parties under the Agreement and the applicable Data Privacy Law.

11. Personal Data Breach

- 11.1. Company shall notify Subscriber, without undue delay upon Company's confirmation of any Personal Data Breach affecting Personal Data.
- 11.2. Company shall provide Subscriber with information regarding such Personal Data Breach as required by the applicable Data Privacy Laws or as otherwise reasonably requested by Subscriber to enable Subscriber to comply with its obligations under the Data Privacy Laws.
- 11.3. Company shall use commercially reasonable efforts to: (i) identify the cause of such Personal Data Breach, and (ii) remediate the cause of such Personal Data Breach within Company's systems, to the extent such remediation is within Company's reasonable control.
- 11.4. The obligations described in Sections 11.2 and 11.3 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Subscriber.

12. Limitation of Liability

- 12.1. The total liability of each of Subscriber and Company (and their respective employees, directors, officers, affiliates, successors, and assigns), arising out of or related to this Agreement, whether in contract, tort, or other theory of liability, shall not, when taken together in the aggregate, exceed the limitation of liability set forth in the Agreement.

The remainder of this page intentionally left blank.

Signature page follows.



IN WITNESS WHEREOF, the Subscriber and Company have executed this Agreement as of the Effective Date:

Brightly Software, Inc.
(and its Affiliates, "Company")

[Subscriber]

By: _____
[signature]

By: _____
[signature]

Name: _____
[printed or typed]

Name: _____
[printed or typed]

Title: _____

Title: _____

Date: _____

Date: _____

By: _____
[signature]

Name: _____
[printed or typed]

Title: _____

Date: _____



SCHEDULE A: Subprocessors

Company uses its Affiliates, certain platform subprocessors, infrastructure suppliers and other third party business partners to provide Service to its Subscribers.

The complete list of Subprocessors is set forth at: <https://www.brightlysoftware.com/privacy>

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is made as of the date of signature below (the “**Effective Date**”) by and between Brightly Software, Inc. (together with its affiliates, “**Company**”) and “**Party B**” identified below to protect Confidential Information (defined in Section 1) that they may disclose to each other concerning an existing or potential business relationship between them (the “**Purpose**”). The party disclosing Confidential Information under this Agreement is referred to herein as a “**Disclosing Party**,” and a party receiving Confidential Information under this Agreement is referred to herein as a “**Receiving Party**.”

AGREEMENT

In consideration of furnishing the other party with Confidential Information, the mutual covenants contained herein and, if applicable, for other good and valuable consideration, Company and Party B each agree as follows:

1. The term “**Confidential Information**” shall mean all non-public information maintained in confidence by Disclosing Party and received by Receiving Party in any form or medium, that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a third party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a third party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.
2. The parties acknowledge that each party considers the Confidential Information it discloses to be valuable, confidential and a potential trade secret. Receiving Party shall (i) use such information solely for the Purpose, and not for Receiving Party’s own or any third party’s benefit; (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to Confidential Information to its officers, directors, agents, contractors, employees or representatives (collectively, the “**Representatives**”) who have a need to know such information and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement, including any legal entity the Receiving Party controls, or is controlled by. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations. The Receiving Party acknowledges that Confidential Information of the Disclosing Party may be deemed to be material, non-public information and, as such, disclosure and use of the Confidential Information of the Disclosing Party may be restricted by securities laws. The Receiving Party agrees to, and will use reasonable efforts to cause its Representatives to, comply with all applicable securities laws regarding the use or communication of the Confidential Information of the Disclosing Party.
3. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party’s request and expense, to prevent or limit such disclosure.
4. Each party retains all right, title and interest in its Confidential Information and neither party acquires any intellectual property rights under the Agreement. Receiving Party shall not remove any intellectual property right notice from Confidential Information and shall include such notice ~~in~~ any copies. Any feedback provided by Receiving Party to



Disclosing Party related to Disclosing Party's products or services may be used without restriction in the further development of such products and services. Nothing in this Agreement shall be deemed a license to Receiving Party to use the intellectual property.

5. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. The parties agree that Disclosing Party shall be entitled to seek equitable relief, including an injunction and specific performance without posting bond to prevent unauthorized use or disclosure of Confidential Information, in addition to any other remedies available to Disclosing Party at law or in equity. The parties each waive the defense that an adequate remedy at law exists for any breach or threatened breach of this Agreement.

6. All Confidential Information is provided "AS IS" without warranty of any kind; and Disclosing Party hereby disclaims all warranties, express or implied by law. Receiving Party agrees that Disclosing Party shall not be liable for any damages arising from Receiving Party's use of Confidential Information.

7. This Agreement shall terminate the later of one (1) year from the Effective Date unless earlier terminated by either party upon ten (10) days prior written notice. Notwithstanding expiration or termination, Receiving Party's obligations of confidentiality shall survive for an additional three (3) year period; provided however with respect to any Confidential Information (a) that applicable law requires a longer period of confidentiality (i.e. personally identifiable information), these obligations shall continue in accordance with applicable laws; or (b) identified by the Disclosing Party as trade secret, these obligations shall continue for as long as they are considered trade secret in accordance with applicable laws.

8. At the request of Disclosing Party, the Receiving Party will promptly cease any using of Disclosing Party's Confidential Information and return to Disclosing Party or securely destroy all of Disclosing Party's Confidential Information, together with all copies thereof and all notes, drawings, abstracts and other information relating to the Confidential Information prepared by Receiving Party or any of its Representatives, in any form or medium, and whether or not then in the possession of Receiving Party or in the possession of any of its Representatives. Further, upon request of Disclosing Party, Receiving Party will provide Disclosing Party with a statement, signed by a duly authorized representative of the Receiving Party, verifying that Receiving Party has complied with the terms of this Agreement. Notwithstanding the above, neither party shall be required to erase, delete, alter or destroy back-up media made in the ordinary course of business.

9. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and communications between the parties related to the subject matter, and may be modified only in writing signed by duly authorized representatives of each of the parties. Failure to insist upon strict compliance with any provision of this Agreement shall not be deemed waiver of such provision or any other provision hereof. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. The Company entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Party B is domiciled:

a. In the United States and all other domiciles not otherwise mentioned, the Company entity is Brightly Software, Inc., a Delaware corporation, notices shall be addressed to 11000 Regency Parkway, Suite 300, Cary, NC 27518, attn: General Counsel, governing law shall be Delaware and the courts with exclusive jurisdiction shall be located in New Castle County, Delaware without regard to the principles of conflicts of laws, unless otherwise required by applicable law where Party B is a public entity.

b. In Canada, the Company is Brightly Software Canada Inc., an Ontario corporation, notices shall be addressed to Bay Adelaide Centre, 333 Bay Street, Suite 2400, PO Box 20, Toronto, ON, M5H 2T6 attn: Brightly Software General Counsel, governing law shall be Ontario and the courts with exclusive jurisdiction shall be Toronto, Ontario, Canada without regard to the principles of conflicts of laws.



c. In the United Kingdom or a country in Europe, the Middle East or Africa, the Company entity is Brightly Software Limited, a limited company in England, notices shall be address to Central House Unit C Compass Centre North, Chatham Maritime, Chatham, England, ME4 4YG, attn: General Counsel, governing law shall be England and the courts with exclusive jurisdiction shall be London, England without regard to the principles of conflicts of laws.

d. In Australia, New Zealand, a country in Asia or the Pacific region, the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, notices shall be address to Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, attn: General Counsel, governing law shall be Australia and the courts with exclusive jurisdiction shall be New South Wales, Australia without regard to the principles of conflicts of laws.

11. This Agreement may be executed and transmitted in counterparts, each of which may be enforceable as an original, but all of which together shall constitute but one agreement.

12. The execution of this Agreement shall not create any agency, partnership, joint venture, association or any other relationship between the parties other than as independent contracting parties.

13. This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve the Receiving Party of its obligations hereunder with respect to Confidential Information disclosed prior to the assignment. Any assignment in violation of this paragraph shall be void.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

Brightly Software, Inc.

By: _____
[signature]

Name: _____
[printed or typed]

Title: _____

Date: _____

_____ [Party B]

By: _____
[signature]

Name: _____
[printed or typed]

Title: _____

Date: _____

Send notices to Party B at:

By: _____
[signature]

Name: _____
[printed or typed]

Title: _____

Date: _____

Address: _____

Address: _____

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, together with any addenda, (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Cloud Services (as defined below) provided by Brightly Software (“Company”). This Agreement may be accepted by either clicking a box indicating acceptance, by reseller purchase, by executing an Order that references this Agreement or by otherwise accessing or using an Offering. Subscriber agrees to the terms of this Agreement by clicking the button or using any Offering and therefore indicates that Subscriber has read, understood, and accepted this Agreement. If Subscriber does not accept, Subscriber must not use any Offering and must return any Offering to Company or its authorized reseller or partner prior to use.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “ACCOUNT” OR “SUBSCRIBER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERING.

Section 1.0 Ordering and Use of Offerings**1.1 Company Cloud Service; Subscriber-Hosted Software.**

(a) **Company Cloud Service.** Unless otherwise specified on an applicable Order, an Offering of Cloud Service shall be provided as Company-hosted, online cloud service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Offering for the Subscription Term.

(b) **Subscriber-Hosted Software.** Where an applicable Order sets forth a Subscriber-Hosted Software Offering, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the Offering for the Subscription Term. In respect of such Subscriber-Hosted Software Offering:

- (i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order (i.e., implementation).
- (ii) Subject to the terms of this Agreement, Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.
- (iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. “Environment” means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order on which, or in connection with which, the Subscriber-Hosted Service will be used.

1.2 Ordering.

(a) **Ordering.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this Agreement and all applicable addenda. Pursuant to an Order, Company shall grant Subscriber Account Users access or use of the Offerings during their Subscription Term, including all Content contained in or made available through the Cloud Service(s). Affiliates of either party may conduct business under this Agreement by executing an Order that references this Agreement’s terms.

(b) **Account Setup.** To subscribe to the Cloud Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users in accordance with any number and categories of users as set forth on the Order. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement.

(c) **Subscriber Responsibilities.** Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Cloud Service(s) shall be limited to Account Users. Subscriber will ensure that its Account Users shall comply with Subscriber’s obligations under this Agreement whether they are accessing Cloud Services on Subscriber’s behalf, at Subscriber’s invitation or by invitation of a Subscriber Account User. If Subscriber becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Subscriber will immediately notify Company and terminate the relevant Account User or user account’s access to the Cloud Service. Subscriber is responsible for any act or failure to act by any Account User or any person using or accessing the account of a user in connection with this Agreement. Subscriber acknowledges and agrees that Account Users who submit declarations, notifications or orders to Company are acting on behalf of Subscriber’s behalf. Further, Subscriber shall: (i) be solely responsible for the accuracy, and appropriateness of all Subscriber Data and Content created by Account Users using the Cloud Service; (ii) access and use the Cloud Service solely in compliance with the Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (iii) allow e-mail notifications generated by the Cloud Service on behalf of Subscriber’s Account Users to be delivered to Subscriber’s Account Users; and (vi) take responsibility for the security of Subscriber’s systems, including the software on Subscriber’s systems, and take commercially reasonable steps to exclude malware, viruses, spyware and trojans from Cloud Services.

(d) **Usage Restrictions.** Subscriber agrees that it shall not, and shall not permit any Account User or Third Party accessing by, through or at Subscriber direction, or on its behalf to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Cloud Service; (ii) assign, sublicense, distribute or otherwise make available the Cloud Service, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Cloud Service to provide any service bureau services or any services on a similar basis; (iv) use the Cloud Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Cloud Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Cloud Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Cloud Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Cloud Service; (ix) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein; (x) access or use the Cloud Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Cloud Service or monitor the availability and/or functionality of the Cloud Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber application or otherwise, repackage or resell the Cloud Service, or any Company Content; (xii) store, manipulate, analyze, reformat, print, and display Company Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Cloud Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Cloud Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Cloud Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to “internal use”

and/or “internal business operations” shall be deemed to include and permit such use (hereafter referred to as “Commercial Use”).

(e) **Additional Guidelines.** Company reserves the right to establish or modify its Cloud Service offerings, general practices and limits concerning use of the Cloud Service, and if applicable provide alternative Cloud Service offerings and practices, with approximately thirty (30) days’ prior notice. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.

(f) **Links to Third Party Websites.** To the extent that the Cloud Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber’s rights with respect to such website, application or service, unless otherwise expressly provided by Company. Company shall have no obligations or liability arising from Subscriber’s access and use of such linked Third Party websites, applications and services.

(g) **Previews, No-Charge Offerings.** From time to time, Company may make Offerings available to Subscribers at no charge or allow features or services at no extra charge as part of Cloud Services prior to their general release that are labeled or communicated as Previews. Subscriber may choose to try such Previews or not in its sole discretion. Use of Previews is at Subscriber’s sole risk and may contain bugs or errors. Subscriber may discontinue use of the Previews at any time, in its sole discretion. Further, Company may discontinue all Previews availability at any time in its sole discretion without notice. Previews and No-Charge Offerings are provided on an “as-is” basis and “as available” basis, without any warranties of any kind.

1.3 Proprietary Rights.

(a) Subscriber acknowledges and agrees that Company retains all ownership right, title, and interest in and to Brightly IP, including the Cloud Service, its Documentation and Content, and all corrections, enhancements, improvements to, or derivative works thereof without limitation (collectively, “Derivative Works”), and in all Brightly IP therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber’s feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the “Feedback”) relating to the Cloud Service, together with all Brightly IP related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Brightly IP rights other than the rights expressly set forth in this Agreement.

(b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data and Content, including all intellectual property rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non-exclusive, royalty-free license to access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of Subscriber Data and Content to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants Company a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by Company from the Subscriber Data (the “De-Identified Data”) in order to improve the Cloud Service and Company’s performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that Company shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-identification cannot be traced back to Subscriber or natural persons. Company recommends Subscriber confirm the geographic area in which Subscriber Data will be stored, which may be outside the country in which Subscriber is located. Subscriber will ensure that Subscriber Data can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

(c) Subscriber acknowledges the Cloud Services may utilize, embed or incorporate Third Party software and/or tools (each, a “Third-Party Tool”) under a license granted to Company by one or more applicable Third Parties (each, a “Third-Party Licensor”), which licenses Company the right to sublicense the use of the Third-Party Tool solely as part of the Cloud Services. Each such sublicense is nonexclusive and solely for Subscriber’s internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

Section 2.0 Company Responsibilities

2.1 Professional Services. To the extent Professional Services are included in the applicable Order and/or described in one or more statements of work, Subscriber agrees to abide by Company’s Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party’s respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

2.2 Service Levels. Company shall use commercially reasonable efforts to make the Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the “Service Standard”). The Service Standard availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber’s delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber’s or its Account User’s Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Company pursuant to the terms of the Agreement. “Scheduled Downtime” means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Subscribers’ Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

2.3 Security and Data Privacy. Each party shall comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Company acts as Subscriber’s processor of personal data provided by Subscriber, the data is subject to Company’s Privacy Policy, which can be viewed by clicking the “Privacy” hypertext link located within the Cloud Service. By using the Cloud Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber Content shall be available for Subscriber’s export and download. In accordance with applicable data privacy laws following that initial period, Company shall not be obligated to maintain Subscriber Data nor Subscriber Content and may delete or destroy what remains in its possession or control.

(a) If applicable in the United States, if Subscriber is a “Covered Entity” under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, “HIPAA”), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Cloud Services, Company shall be Subscriber’s “Business Associate” under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Company).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. “Data Protection Legislation” means (i) the United Kingdom’s Data Protection Act 2018, and (ii) the General Data Protection Regulation (“GDPR”) and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as “Data Controller” (defined in accordance with the Data Protection

Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and Company agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order shall be treated as its execution of the standard contract clauses.

Section 3.0 Third Party Interactions

3.1 Relationship to Third Parties. In connection with Subscriber's use of the Cloud Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Cloud Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Cloud Service, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Cloud Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as "certified," "validated," "premier" and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Cloud Service.

3.2 Ownership. As between Subscriber and Company, Subscriber is the owner of all Third Party Content loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party Content in any manner.

Section 4.0 Fees and Payment.

4.1 Fees. Subscriber shall pay to Company all fees specified in Orders. Except as otherwise stated on the Order: (i) Subscription Fees are based on Cloud Services subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. The Subscription Fee for such Cloud Service subscription shall be invoiced upon commencement of the Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.

4.2 Automatic Payments. If Subscriber is paying by credit card or Automated Clearing House ("ACH"), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

4.3 Overdue Charges. If any invoiced amount is not received by Company by the due date, without limiting Company's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account's future subscription renewals and Orders on shorter payment terms than those stated herein.

4.4 Taxes. Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.5, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. To the extent permitted by law, Subscriber agrees to indemnify and hold Company harmless from any encumbrance, fine, penalty or other expense which Company may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

4.5 Purchases through Resellers. In the event Subscriber purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Cloud Services at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.

Section 5.0 Term and Termination

5.1 Subscription Term. This Agreement will commence on the Effective Date set forth on the Order and continues until the Offerings hereunder have expired or have been terminated (the "Subscription Term"). Thereafter, except as stated on an applicable Order, the Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term applicable to the Cloud Service subscription.

5.2 Termination. Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate this Agreement (in whole or with respect to an Order or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Cloud Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

5.3 Effect of Termination. Upon expiration of the applicable Subscription Term, or termination of any Order for one or more Offerings or this Agreement for any reason, Subscriber's right to access, use or receive the affected Order or Order items automatically terminate. Subscriber shall immediately cease using the Order or Offering, remove and destroy all Offerings and other Company Confidential Information relating to the Order in its possession or control, and certify such removal and destruction in writing to Company. Termination or suspension of an individual Order or reseller purchase will not terminate or suspend any other Order, reseller purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order(s) and reseller purchases will terminate. If this Agreement, any Order or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

5.4 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7, 8 and 9.

Section 6.0 Representations, Warranties and Disclaimers

6.1 Representations. Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

6.2 Warranties.

(a) Company warrants that Cloud Service will perform substantially in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber's exclusive remedy and Company's entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement.

(b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

(c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support requests will be resolved to meet Subscribers' needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information, not a warranty or guarantee.

(d) Company's Cloud Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

6.3 Intellectual Property Indemnification.

(a) *Indemnity by Company.* Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Cloud Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber: (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Cloud Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Cloud Service, or (iii) terminate this Agreement (including Subscriber's Cloud Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Cloud Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by Subscriber relating to use of the Cloud Service that is not permitted under the terms of this Agreement. This Section 6.3(a) states Subscriber's exclusive remedy against Company for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from Subscriber's use of the Cloud Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify Company from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Company, in connection with any Claim alleging that the Subscriber Data or Content, or Subscriber's use of the Cloud Service in breach of this Agreement, infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that Company (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 6.3(b) states Company's exclusive remedy against Subscriber for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from the Subscriber Data or Subscriber's use of the Cloud Service.

6.4 Limitation of Liability.

(a) **The entire, aggregate liability of Company is limited to the amount of Subscription Fees paid by Subscriber to Company pursuant to this applicable Order during the twelve (12) months prior to the first act or omission giving rise to the liability. This does not apply to the Company's intellectual property indemnification obligations in Section 6.3.**

(b) **Under no circumstances will Company be liable for (i) any indirect, incidental, consequential, special exemplary or punitive damages, loss of production or data, interruption of operations or lost revenue or profits, even if such damages were foreseeable, or (ii) any Previews or No-Charge Offerings.**

(c) **Company will not be liable for any claim in connection with this Agreement if such claim is brought more than two (2) years after the first event giving rise to such claim is or should have been discovered by Subscriber.**

(d) **The limitations and exclusions of this Section 6.4 apply to: (i) benefit of Company and its affiliates, and their respective officers, directors, licensors, subcontractors and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.**

(e) **The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded in accordance with applicable law. Nothing in this Section shall limit Subscriber's payment obligations under Section 4.**

Section 7.0 Confidentiality

7.1 Definition of Confidential Information. "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research,

personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

7.2 Protection of Confidential Information. The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its Affiliates and its and their employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

7.3 Compelled Disclosure. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

7.4 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.

7.5 Remedies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 8.0 Export Control Compliance

8.1 General. Subscriber shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").

8.2 Checks. Prior to any transfer of Offerings (including all kinds of technical support and/or technology) to a Third Party, Subscriber shall check and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning Offerings or by provision of other economic resources in connection with Offerings, also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion); (ii) such Offerings are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained; (iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered and (iv) Offerings within the scope of the respective Annexes to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus.

8.3 Non-Acceptable Use of Offerings and Cloud Services. Subscriber shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Cloud Services, Content and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Cloud Services, Content and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Cloud Services, Content and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Subscriber Data or Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any user. Subscriber shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations.

8.4 Information. Upon request by Company, Subscriber shall promptly provide Company with all information pertaining to user(s), the intended use and the location of use of the Offerings.

8.5 Export Control Indemnification. Subscriber shall indemnify and hold harmless Company from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with (re) Export Regulations by Subscriber and/or user(s) and/or Subscriber's Third Parties business partner re-exporting Offerings in violation of embargoes or sanctions referred to in 8.2 above, and Subscriber shall compensate Company for all losses and expenses resulting thereof.

8.6 Reservation. Company shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Subscriber acknowledges that Company may be obliged under the Export Regulations to limit or suspend access by Subscriber and/or user(s) to the Offerings.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2 Publicity. Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Cloud Services and Professional Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.

9.3 Relationship of the Parties. Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.5 Assignment. This Agreement will extend and be binding upon the successors, legal representatives, and permitted assignees of the parties.

However, Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Company shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.6 Force Majeure. Subject to the limitations set forth below and except for fees due for Orders rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.7 Entity, Governing Law, Notices and Venue. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to Company at notice@brightlysoftware.com. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below: The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

(a) In the **United States and all other domiciles not otherwise mentioned**, the Company entity is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software. The applicable law will be the laws of the state of Delaware, USA; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Delaware, USA unless Subscriber is a public entity in which case this Agreement shall be governed by the state law where it is domiciled. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court for any such disputes.

(b) In **Canada**, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, and the notice address shall be 1577 North Service Road East, Oakville, Ontario, Canada L6H 0H6 Canada, Attn: Brightly Software. The applicable law will be the laws of Ontario; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Ontario, Canada, without regard to the principles of conflicts of law.

(c) In the **United Kingdom or a country in Europe**, the Company entity is Brightly Software Limited, a limited company in England, the notice address shall be Pinehurst 2, Pinehurst Road, Farnborough, Hampshire, GU14 7BF Attn: Brightly Software. The applicable law will be the laws of England; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be London, England.

(d) In **Australia, New Zealand, a country in Asia/Oceania**, the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, and the notice address shall be Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel. The applicable law will be the laws of Victoria, Australia; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Melbourne, Victoria, Australia.

If a dispute is subject to arbitration as described in this Section 9.7, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 9.7 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 9.7, the parties agree that Company, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Subscriber has its place of business, to: (i) enforce Brightly IP rights, or (ii) for the payment of amounts due for any Offering.

9.8 Company Affiliates and Subcontractors. Company or its Affiliates may exercise Company's rights and fulfill Company's obligations under this Agreement. Company may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Company remains responsible for its obligations under this Agreement.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement, including any applicable Order, is the entire agreement between Subscriber and Company regarding Subscriber's use of the Cloud Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modifications, amendment or waiver of any provision of this Agreement shall be effective unless executed in writing by means of manual signatures or electronic signatures or via an online mechanism. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.13 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.

9.14 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Cloud Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.15 Modifications. Company may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, Company shall notify Subscriber.

9.16 USA Government Subscribers. The Cloud Service and its Documentation and Content are "Commercial Items," "Commercial computer software" and "Computer software documentation" as defined in the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS 227.7202, as revised, the U.S. Government acquires the Cloud Service and its Documentation and Content subject to the terms of this Agreement. Company will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Section 10.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

10.1 "**Access Credentials**" means any user's name, identification number, password, license or security key, security token, PIN or other security code,

- method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Cloud Service.
- 10.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Cloud Service(s).
- 10.3 "Account User" means each person or entity that access an Offering under this Agreement, whether such access is given by Subscriber, by Company at Subscriber's request, or by a third party authorized by Subscriber.
- 10.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.
- 10.5 "Brightly IP" means all patents, patent applications, copyrights, trade secrets and other intellectual property rights in, related to, or used in the provision or delivery of any Order or technical solution underlying an Order, and any improvement, modification, or derivative work of any of the foregoing.
- 10.6 "Cloud Service" or "Cloud Services" means Company's branded offerings of cloud-based online services and associated cloud-based API (application programming interfaces) made available by Company, as updated, enhanced or otherwise modified from time-to-time. Cloud Service excludes Subscriber Data and Third Party Content.
- 10.7 "Content" means audio and visual information, documents, content, materials, products and/or software.
- 10.8 "Documentation" means the user instructions, learning material, functional or technical documentation, and API information relating to the Cloud Service made available to Subscriber by Company in print, online or embedded as part of help functions, which may be updated from time to time.
- 10.9 "Brightly Software" or "Company" means Brightly Software, Inc., Brightly Software Canada Inc., Brightly Software Australia Pty Ltd, Brightly Software Limited, Facility Health, Inc. and Energy Profiles Limited together with their affiliates, successors and assigns.
- 10.10 "Order" means Company's ordering document, online purchasing form, statement of work, or end user license agreement (EULA) used to order Company Cloud Services and/or Professional Services. By entering into an Order, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.
- 10.11 "Offering" means an individual offering made available by Company and identified on an Order, which consists of Cloud Services, Professional Services or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.
- 10.12 "Previews" means Cloud Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, preview, pre-release, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.
- 10.13 "Professional Service" means the training, technical, consulting and/or other services, excluding Cloud Services, to be performed by Company that are ordered by Subscriber on an Order or provided without charge (if applicable).
- 10.14 "Subscriber" means the legal entity identified on the Account, on behalf of itself and its Affiliates and its and their employees, consultants, and (sub)contractors.
- 10.15 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber, including that which the Account Users input or upload to the Cloud Service.
- 10.16 "Subscriber-Hosted Software" means Company's suite of cloud software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.
- 10.17 "Subscription Fee" means the fee invoiced to Subscriber by Company prior to the Subscription Term, which is required to be paid in order for Subscriber to be permitted to access and use the Cloud Service.
- 10.18 "Third Party" means a party other than Subscriber or Company.
- 10.19 "Third Party Content" means Content, applications and services owned or controlled by a Third Party and made available to Subscriber by the Third Party through or in connection with Cloud Services.



Subject: Announcement of Change of Company Name

We are pleased to inform you that Dude Solutions, Inc. has changed its name to Brightly Software, Inc. effective March 8, 2022. We have attached a copy of the Certificate of Amendment evidencing the name change for your records.

This rebranding will not affect or delay any current orders or in-process transactions. You may continue to pay invoices previously issued by Dude Solutions, Inc., and we will continue to accept Order Forms issued by Dude Solutions, Inc. However, from March 8, 2022, we will be using the new name for all our official purposes. Therefore, we request you to make a note of the change in the company’s name. We have included current payment information below and a W9 for your convenience.

Please accept this letter on behalf of Brightly Software, Inc. in lieu of a voided check or deposit slip.

ACH PAYMENTS

Beneficiary: **Brightly Software, Inc.**
Bank Name: HSBC BANK USA NA
95 Washington St. 4 South
Buffalo, NY 14203
Account: 879026464
Routing: 022000020

CHECK PAYMENTS

Please use our lockbox address for check payments:
Beneficiary: **Brightly Software, Inc.**
PO Box 360717
Pittsburgh, PA 15251-6717 or 15250 - 6717

WIRE TRANSFERS

Beneficiary: **Brightly Software, Inc.**
Bank Name: HSBC BANK USA NA
452 5th Ave
New York, NY 10018
Account: 879026464
FED: 021001088
Swift: MRMDUS33

CORPORATE HEADQUARTERS

Brightly Software, Inc.
11000 Regency Parkway, Suite 400
Cary, NC 27518

Contact us:

Phone: Accounts Receivable 877-639-3833

Invoice questions, remittance copies, W-9, COI, Quotes, and payments: accountsreceivable@brightlysoftware.com

Purchase orders, sales tax certificates & vendor form requests: billing@brightlysoftware.com

Website: www.brightlysoftware.com

Product: SaaS – Web Based Services - Software

Tax ID# 56-2174429 (C-Corp)

Kind regards,

DocuSigned by:

0DCE0605670041C...
Davion Cooper
VP, Finance
Brightly Software, Inc.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Brightly Software, Inc.

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11000 Regency Parkway. Suite 400

Requester's name and address (optional)

6 City, state, and ZIP code
Cary, NC 27518

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

5	6		-	2	1	7	4	4	2	9
---	---	--	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Davion Cooper* DocuSigned by: _____ Date ► 3/8/2022 | 8:02:31 AM PST

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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DUDE SOLUTIONS, INC.", CHANGING ITS NAME FROM "DUDE SOLUTIONS, INC." TO "BRIGHTLY SOFTWARE, INC.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF MARCH, A.D. 2022, AT 8:04 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

5473758 8100
SR# 20220912063

Authentication: 202848857
Date: 03-08-22

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:04 AM 03/08/2022
FILED 08:04 AM 03/08/2022
SR 20220912063 - File Number 5473758

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
DUDE SOLUTIONS, INC.**

(Pursuant to Section 242 of the
General Corporation Law of the State of Delaware)

Dude Solutions, Inc., a corporation organized and existing under and by virtue of the
General Corporation Law of the State of Delaware (the “**DGCL**”),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Dude Solutions, Inc.
2. That this corporation was originally formed as a North Carolina corporation on
January 6, 2000, under the name Dude Solutions, Inc. and was converted to a Delaware corporation
of the same name pursuant to Section of 265 of the DGCL on January 29, 2014.
3. That the board of directors of this corporation duly adopted resolutions setting
forth a proposed amendment to the Certificate of Incorporation of this corporation, declaring said
amendment to be advisable and in the best interests of this corporation and its stockholders, which
resolution setting forth the proposed amendment is as follows:

RESOLVED, that Article I of the Certificate of Incorporation of this corporation is
amended to read, in its entirety, as follows:

The name of the corporation (the “Corporation”) is: “Brightly Software, Inc.”.

4. That the foregoing amendment has been duly adopted in accordance with the
provisions of Section 242 of the DGCL.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Certificate of Amendment to the Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 8th day of March, 2022.

DocuSigned by:
Kevin Kemmerer
By: _____
Name: Kevin Kemmerer
Title: Chief Executive Officer

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

This Amendment is entered into as of May ____, 2023, by and between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (“School District”), and Brightly Software, Inc., a Delaware corporation (“Brightly”), (collectively “the Parties”) pursuant to the Quote number Q-334321 dated March 6, 2023, and the Master Subscription Agreement, the Professional Services Addendum, the Confidentiality Agreement, the Subscriber Data Processing Agreement, and any other contract document (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms for this or any other product or service, 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. Brightly shall not materially modify or amend the Agreement (see <http://brightlysoftware.com/terms>) 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 Brightly prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Brightly acknowledges and agrees that the Agreement, pricing, and payment amounts are not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Brightly 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 Brightly 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 data in accordance with applicable federal and Illinois laws, Brightly represents that this agreement is not covered under the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein “SOPPA”). Brightly shall indemnify and defend School District, and its individual Board members, officers, employees, agents, and successors against

third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach as a result of negligent or intentional acts or omissions of Brightly or any determination that this Agreement should be covered under SOPPA, and any damages limitations in the Agreement shall not apply to School District in this regard. 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, Brightly shall notify the Superintendent of Schools of any breach of School District or student information.

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

BRIGHTLY SOFTWARE, INC.

By: _____

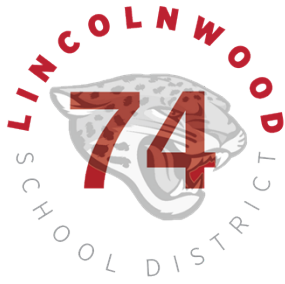
By: _____

Its: _____

Its: _____

Date: _____

Date: _____



Executive Summary Finance Committee Meeting

DATE: June 8th, 2023

TOPIC: 2023-2024 PowerSchool Enrollment Registration Renewal Contracts

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

PowerSchool Inc. is the provider of the District's Student Information System (SIS). Powerschool houses data that can be accessed by District staff, students, and parents. Powerschool's reporting engine makes it possible for the District to upload information into ISBE's Student Information System. PowerSchool Enrollment Registration is an integrated system that the District uses for online student registration. Data entered by parents/guardians before the school year begins, is stored by the system, approved before the school year begins, then uploaded directly into the District's PowerSchool Student Information System (SIS).

District Legal Counsel has reviewed the PowerSchool Contracts and found them acceptable. Counsel did note that the Terms and Conditions, while unchanged from the previous year, specify California law. While this is not uncommon in school-specific software licenses, a request to include language specifying a Circuit Court of Cook County venue was presented to PowerSchool but no response has been received as of yet. The District does have an updated and signed Exhibit E on file based upon the IL-DPA authored between Powerschool and Community Unit School District 300 that accurately reflects the same products and configurations that we use in our District.

Fiscal Impact:

\$11,563.64 for Registration and Enrollment (The District paid PowerSchool \$15,242.98 in 2021-2023)

- Lower price reflects shorter term contracts that have been aligned to end of year.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the contract for PowerSchool Enrollment Registration in the amount of \$11,563.64 from July 1, 2022 to June 30, 2024.

Prepared By: CS-Inside (Digital)
 Customer Name: Lincolnwood School District 74
 Contract Term: 12 Months
 Start Date: 1-JUL-2023
 End Date: 30-JUN-2024
 Billing Frequency: Annually

Customer Contact: Jordan Stephen
 Title: Director of Technology
 Address: 6950 N East Prairie Rd
 City: Lincolnwood
 State/Province: Illinois
 Zip Code: 60712-2520
 Phone #: (847) 675-8234

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
PowerSchool Enrollment Registration		1,282.00	Students	USD 11,563.64

License and Subscription Totals: **USD 11,563.64**

Quote Total	
Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 11,563.64

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Lincolnwood School District 74

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander". The signature is written in a cursive style with a large initial "E".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 12-JAN-2023

Date:

PO Number: _____

2. The Niles Township School Treasurer’s Office sent a statement to districts about Personal Property Replacement Tax (CPPRT) from the Illinois Department of Revenue. The statement is attached.

As discussed at Finance Committee meetings in recent years, CPPRT revenue has been on an extreme upward trajectory. The statement indicates a reduction is scheduled for FY2024. The following is a history of SD74’s actual CPPRT receipts versus IDOR’s estimates typically published in August.

CPPRT Revenue	FY23	FY22	FY21	FY20	FY19
SD74's Actual Revenue	\$ 1,927,538	\$ 1,705,443	\$ 782,407	\$ 616,847	\$ 563,522
Change from Prior Year	+ 13.0%	+ 118.0%	+ 26.8%	+ 9.5%	- 9.5%
IDOR Estimates Published in August	\$ 1,833,524	\$ 894,238	\$ 509,240	\$ 652,357	\$ 484,484



May 2023

Personal Property Replacement Tax Allocation Statement

Each tax year, the Illinois Department of Revenue (IDOR) distributes Personal Property Replacement Tax (PPRT) and Local Government Distributive Fund (LGDF) distributions to local taxing districts as estimated payments. These estimated payments are required by state statute and consist of monies derived from taxpayers who pay consolidated estimated taxes (corporate income tax, replacement tax, and pass-through income tax).

By statute, estimated payments made to local taxing districts must be reconciled with final tax returns once IDOR has received them. Taxpayers have varying due dates for filing their returns, and often times IDOR will not receive the final tax return until the extended due date of the return. For many corporations, this is not until November 15 of the following year, i.e. income tax returns for tax year 2021 were not due until November 15, 2022.

In a process agreed upon by IDOR and other interested parties, IDOR reconciles PPRT allocations for taxing districts on an annual basis. Reconciling PPRT and LGDF estimates with final returns occurs approximately four months after the extended due date. Once this reconciliation occurs, state statute requires an accounting of allocations, which results in a reallocation of funds for taxing districts.

The reallocation of these funds has been minimal over the past several years, ranging from 1.38% to 0.16%. After IDOR completed its review of tax year 2021 returns, however, it calculated a 5% reallocation.

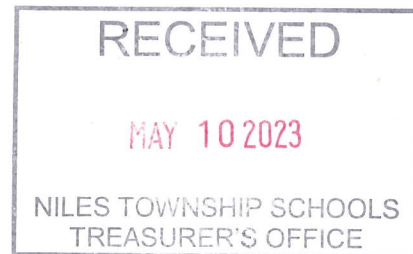
The 5% reallocation was most likely caused by tax policy changes, such as the federal government enacting the State and Local Tax (SALT) deduction cap, the State of Illinois creation of the Pass-Through Entity Tax (PTE), and large increases in business income tax receipts.

The reallocation in fund distributions that will begin in Fiscal Year 2024, which is required by state statutes, will result in an increase in LGDF allocations and reductions in PPRT allocations to taxing districts.

Fiscal year 2024 estimates for PPRT will be posted to IDOR's website at tax.illinois.gov in early August.

**LOCAL TAX ALLOCATION DIVISION (3-500)
ILLINOIS DEPARTMENT OF REVENUE
101 W JEFFERSON ST
SPRINGFIELD IL 62702**

**217 785-6518
REV.LOCALTAX@ILLINOIS.GOV**





Executive Summary Finance Committee Meeting

DATE: June 8, 2023

TOPIC: District Purchasing Update(s)

PREPARED BY: David Russo, Dominick Lupo, Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

This document provides the Finance Committee with an update of ongoing District renewals and/or purchases that will not require Board Approval based on criteria adopted in May 2023.

Items for Finance Committee Review:

- Nearpod Renewal for 2022-2023
 - Teachers within the district use this Nearpod to provide interactive activities to lessons to engage students and provide opportunity for interaction and immediate feedback by having them draw on a maps or diagram ideas, respond to a poll question, post a note or images to a collaboration board, take a multiple-choice quiz, or participate in a gamified challenge.
 - \$9,275 The District paid \$9000 for the same services for the 22-23 school year.
- Powerschool Schoology Renewal for 2023-2024
 - Schoology Learning Management System is used to manage the communication and workflow between teachers, classes, and the students at Lincoln Hall.
 - \$4,857.73 - The District paid \$4,539.93 for the 2022-2023 school year.

- PowerSchool SIS Maintenance and Support Renewal for 2023-2024
 - PowerSchool Inc. is the District's Student Information System (SIS) and stored data that can be accessed by District staff, students, and parents, which is used for demographics, assessment data, attendance, class schedules, etc. Powerschool's reporting engine makes it possible for the District to upload information into ISBE's Student Information System and other systems.
 - \$8,102.24 - The District paid PowerSchool \$9,948.32 in 2022-2023*
 - Lower price reflects shorter term contracts that have been aligned to end of year.

- Typing Training – No Longer Being Used –
 - After discussions with coaches and the team, it was decided that Typing Training was no longer going to be used at Rutledge Hall. The team is evaluating what a suitable replacement program would be in the future.
 - Saving \$552.00

- LessonPix Renewal for 2023-2024
 - Collection of simplistic clip art used to help enhance instruction for special education students and devices.
 - \$295.20 - The District paid \$288 for the 2022-2023 school year.

- PLTW - STEM Curriculum for 2023-2024
 - One Year Subscription
 - 2023-2024 for all three schools
 - \$2,850 (\$950 per school) - Same as last year
 - Legal Counsel reviewed and approved
 - Terms & Conditions need to be signed

- Neptune Navigate Digital Citizenship Curriculum for 2023-2024
 - One Year Subscription
 - \$1,750 - Same as last year
 - Legal Counsel reviewed and approved