

Board of Education Business Meeting

Tuesday, April 26, 2022 6:00 PM

D300 Central Office - Anne B Miller Boardroom, 2550 Harnish Drive, Algonquin, IL 60102

1. Call to Order

1.1. Roll Call

2. Closed Session, 6:00pm-6:30pm

2.1. Motion to go into closed session for the purpose of discussing: 1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body 2(c) (1); 2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees 2(c) (2); 3. Litigation 2(c) (11); and 4. Security procedures, school building safety and security, and the use of personnel to respond to an actual, a threatened or a reasonably potential danger to the safety of employees, students, staff, the public or public property 2(c) (8).

2.2. Motion to Suspend Closed Session

3. Reconvene in Open Session at 6:30pm

3.1. Roll Call

4. Pledge of Allegiance, Lincoln Prairie Elementary School

5. Approval of the Agenda

6. Board Announcements

6.1. Good News

7. Staff Recognition

8. Superintendent Report

9. Consent Items <\$25k

9.1. Approval of the Board Meeting Minutes for March 15, 2022 and April 12, 2022

9.2. Approval of the Disposal Report

9.3. Approval of the Donation Report

9.4. Approval of Bills Payable

9.5. Approval of the Treasurer's Report

9.6. Approval of Human Resources Report

9.7. Approval of the Freedom of Information Act Report

9.8. Approval of the Comprehensive Services Memo of Understanding

9.9. Approval of the Village of Algonquin Library District Fiber Connection Intergovernmental Agreement Fiber (Extension)

9.10. Approval of the IHSA Athletics Membership Agreement (Renewal)

10. Consent Items >\$25k

10.1. Approval of the Air Filter Bid

10.2. Approval of the Interior Building Signage Big Timber Elementary School Bid

10.3. Approval of the Nurse and Health, Athletic Training Supplies Bid (Extension)

10.4. Approval of the Waste & Recycling Services Bid

10.5. Approval of the Student Mentor Transitions Program Contract

10.6. Approval of the Social and Emotional Skills Screener Contract (Renewal)

10.7. Approval of the Alternative Education Service Contract (Renewal)

10.8. Approval of the College and Career Readiness System Contract (Renewal)

10.9. Approval of the College and Career Readiness Software Contract (Renewal)

10.10. Approval of the CTE Program Cosmetology Contract (Extension)

10.11. Approval of the E-Rate Switched Ethernet Services Contract

10.12. Approval of the Instructional Technology Software Contract (Renewal)

10.13. Approval of the HVAC Controls System Service Updates Contract (Renewal)

10.14. Approval of the MFP/Duplicator/Printer Maintenance Contract (Extension)

10.15. Approval of the Roofing Consulting Services Contract (Renewal)

10.16. Approval of the Webpage Services & Rapid Communications Systems Contract (Extension)

11. Roll Call Items

11.1. Approval of the Out of District Travel

11.2. Approval of the Village of Carpentersville Intergovernmental Agreement

11.3. Approval of Charter School Agreement (Renewal)

12. Board Discussion

12.1. Board Committee Reports

12.2. Board Discussion

13. **Public Participation: Members of the public, especially residents of District 300, are welcome to contribute during public participation. To do so, you must sign up electronically via a computer located in the Central Office lobby between 6:00-6:30pm, or the start of the open meeting; be 18 years old or older or have a parent/legal guardian present with you, give your full name and respectfully state your comments, and you are not permitted to mention the names of specific staff members or students. The Board will not respond in this forum but will thoughtfully consider your statements.**

14. **Closed Session**

14.1. Motion to go into closed session for the purpose of discussing: 1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body 2(c) (1); 2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees 2(c) (2); 3. Litigation 2(c) (11); and 4. Security procedures, school building safety and security, and the use of personnel to respond to an actual, a threatened or a reasonably potential danger to the safety of employees, students, staff, the public or public property 2(c) (8).

14.2. Motion to adjourn closed session and return to open session

15. **Reconvene in Open Session**

15.1. Roll Call

16. **Adjournment**

16.1. Motion to adjourn

**Community Unit School District 300 Monthly
Fixed Asset Disposals
04/01/2022**

Date Submitted	Location	Type	Manufacturer / Publisher	Model/Title	Serial #	Tag	Reason for Disposal	Method of Disposal
3/23/2022	DCHS	Laptop	Lenovo	L470	PF104ESM	T64680	Broken	Tech Recycle
3/1/2022	HES	Library Books	Multiple	154 Weeded Library Books	Multiple	Multiple	Obsolete	Recycle
3/8/2022	B&G	Vehicle	Ford	Transit Connect Van	NMOLS7ANSOT176626	N/A	Obsolete	Auction
3/8/2022	JHS	Maintenance Vehicle	John Deere	TS Gator	W04X250031574	104390	Obsolete	Trade In
3/8/2022	JHS	Maintenance Vehicle	John Deere	Turf Gator	W00TURF019535	105461	Obsolete	Trade In
3/8/2022	JHS	Maintenance Equipment	John Deere	366 Front Blade Plow	1LV0366XUE100019	N/A	Obsolete	Trade In
3/8/2022	B&G	Appliance	Frigidaire	Refrigerator FRT16NRGW0	LA81909649	101150	Broken	Metal Recycle
3/8/2022	B&G	Maintenance Equipment	DuraLiner	8' bed liner	N/A	N/A	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	103115	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	103001	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	.004404	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	102995	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	103000	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	.010735	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	103002	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	102996	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	.004573	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	.004403	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	102997	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	102999	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	102998	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	103116	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	103138	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	various file cabinet	N/A	102980	Obsolete	Auction
3/8/2022	Admin	Furniture	Multiple	(9) various file cabinet	N/A	N/A	Obsolete	Auction
3/8/2022	Admin	Textbooks	Multiple	2700 Algebra1 , Algebra 2, Geometry and Precalculus Books	Multiple	Multiple	Obsolete	Resell/Recycle
3/8/2022	Admin	Furniture	Bretford	(50) Conference Tables	N/A	N/A	Hazardous	Disposal
3/10/2022	SHES	Furniture	N/A	(2) Rolling Book Shelves	N/A	N/A	Damaged	Disposal
3/16/2022	DMS	Audio Equipment	DOD Technologies	822 RM Speaker System	822 RM	.010006	Broken	Tech Recycle
3/16/2022	AMS	Musical Instruments	Multiple	Bass	N/A	112518	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Bass	N/A	112529	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Bass	N/A	112531	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Cello	N/A	112522	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Cello	N/A	112524	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Cello	N/A	112525	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Cello	N/A	112526	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Cello	N/A	112527	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Cello	N/A	112534	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Baritone	N/A	112440	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Baritone	N/A	N/A	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Bass Clarinet	N/A	112443	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Bass Clarinet	N/A	112450	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Bass Clarinet	N/A	112451	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Bassoon	N/A	112430	Damaged	Disposal

3/16/2022	AMS	Musical Instruments	Multiple	Bassoon	N/A	112442	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Clarinet	N/A	112446	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Flute	N/A	N/A	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Piccolo	N/A	112454	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Piccolo	N/A	112455	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Saxophone	N/A	112445	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Trumpet	N/A	112429	Damaged	Disposal
3/16/2022	AMS	Musical Instruments	Multiple	Trumpet	N/A	112444	Damaged	Disposal
3/22/2022	Admin	Furniture	Hon	(4) Executive Office Chair	N/A	N/A	Broken	Disposal
3/24/2022	SHES	Library Books	Multiple	(118) Weeded Library Books	Multiple	Multiple	Obsolete	Recycle

Diane C. White

Diane C. White, Director of Purchasing

04/01/2022

Date

*Supporting documentation available in the Purchasing Department.



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: March 29, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Jennifer Porter
Chief Financial Officer

Presented at the following Board Meetings	
Construction/Facility	04/12/2022
Finance	04/12/2022
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/12/2022

SUBJECT: Donation Report

Background

Per Board Policy 8:80/8:90 attached for your review and approval is the Donation Report.

Donations Received April 2022

- Kelley Williamson Co - Cash Donation to Hampshire Elementary School.

Recommendation

The administration recommends approving the report as presented.

Community Unit School District 300
A/P Board Bill Listing for April 26, 2022

<u>Fund</u>	<u>Amount</u>
Educational	\$ 1,731,847.54
Health Insurance Fund	\$ 1,629.00
Grant Fund	\$ 86,843.82
COVID 19 Fund	\$ 10,463.77
Operations & Maintenance	\$ 336,130.37
Bond & Interest	\$ 1,425.00
Transportation	\$ 1,454,029.31
Site & Construction	\$ 326,247.69
Impact Fees	\$ -
Tort Immunity Fund	
	<hr/>
Total All Funds	<u><u>\$ 3,948,616.50</u></u>

Approved at a meeting of the Board of Education, Community Unit School District No. 300

Date: _____

Signed: _____
President

Secretary

Cash Payment Register

AP265 Date: 04/20/22
Time: 12:19

JOB SUBMISSION PARAMETERS

User Name: D300\karen.patek
Job Name: AP265
Step Nbr: 1

Pay Group: D300
Company:
Process Level:

Community School District 300

Cash Code:
or Cash Code Group:
or Cash Code List:

Payment Dates: -

Report Option: C
Document Currency: A
Payment Code:
Format Option: S

Current
Account Currency
Standard

Cash Payment Register

AP265 Date 04/20/22
Time 12:19

Pay Group D300 Community School District 300 USD
Post Company 10 Educational Fund USD
Cash Payment Register for thru 12/31/20

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Current Report Account Currency

Cash Code HBAP Harris Bank Accounts Payable Currency USD
Payment Code ACH

Payment Number	Co	Vendor Number	Remit To	Name	City	Payment Date	Status	Payment Amount	Curr
1744	10	21082	ACH	ALC SCHOOLS LLC	ST. GEORGE	04/27/22	Processed	26,062.50	USD
1745	10	21014	ACH	ALLIED BENEFIT SYSTEMS, LL	CHICAGO	04/27/22	Processed	613.65	USD
1746	10	4636	ACH2	ARAMARK CORPORATION	ALGONQUIN	04/27/22	Processed	901,712.29	USD
1747	10	17273	ACH	BRUCKER COMPANY	ELK GROVE VILLAGE	04/27/22	Processed	775.00	USD
1748	10	3158	ACH	CDW GOVERNMENT	CHICAGO	04/27/22	Processed	18,933.63	USD
1749	10	9477	ACH	CONSTELLATION NEW ENERGY	CHICAGO	04/27/22	Processed	178,525.70	USD
1750	10	12005	ACH	DURHAM SCHOOL SERVICES	WARRENVILLE	04/27/22	Processed	1,319,742.80	USD
1751	10	19315	ACH	JENNIFER EISENMENGER	SCHAUMBURG	04/27/22	Processed	142.65	USD
1752	10	21449	ACH	PEERLESS NETWORK	CHICAGO	04/27/22	Processed	19,516.26	USD
1753	10	21131	ACH	PETRO CHOICE	PHILADELPHIA	04/27/22	Processed	955.05	USD
1754	10	12076	ACH	THE WINSTON KNOLLS SCHOOL	HOFFMAN ESTATES	04/27/22	Processed	39,766.62	USD

*** Payment Code ACH Totals

Total Open Payments	11	2,506,746.15
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

Cash Payment Register

AP265 Date 04/20/22
Time 12:19

Pay Group D300 Community School District 300 USD
Post Company 10 Educational Fund USD
Cash Payment Register for thru 12/31/20

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Current Report Account Currency

Cash Code HBAP Harris Bank Accounts Payable Currency USD
Payment Code MHC

Payment Number	Co	Vendor Number	Remit To	Name	City	Payment Date	Status	Payment Amount	Curr
170802	10	3640		ABLENET INC	ROSEVILLE	04/26/22	Processed	450.00	USD
170803	10	16853		ADAMS STEEL SERVICE INC	MCHENRY	04/26/22	Processed	1,609.90	USD
170804	10	52390	REM	LUTHERAN GENERAL HOSPITAL	PARK RIDGE	04/26/22	Processed	156.59	USD
170805	10	3860	REM2	ADVOCATE OCCUPATIONAL HEAL	CHICAGO	04/26/22	Processed	1,000.70	USD
170806	10	4133	REM1	ALEXIAN BROTHERS HEALTH SY	Chicago	04/26/22	Processed	1,604.64	USD
170807	10	21616		JAMAL ALEZAIBI	HAMPSHIRE	04/26/22	Processed	40.60	USD
170808	10	17067	REM	AMALGAMATED BANK OF CHICAG	CHICAGO	04/26/22	Processed	1,425.00	USD
170809	10	8694	REM1	AMAZON.COM	ATLANTA	04/26/22	Processed	242.54	USD
170810	10	21311		BRIDGET AMELIO	PINGREE GROVE	04/26/22	Processed	231.06	USD
170811	10	21223		AMERICAN MOBILE STAGING	SCHAUMBURG	04/26/22	Processed	2,000.00	USD
170812	10	11780		AMERICAN TAXI DISPATCH INC	MOUNT PROSPECT	04/26/22	Processed	44,100.00	USD
170813	10	21379		AMS MED WASTE LLC	LAKE IN THE HILLS	04/26/22	Processed	1,260.00	USD
170814	10	17899		AMS STORE AND SHRED LLC	LAKE IN THE HILLS	04/26/22	Processed	360.00	USD
170815	10	7642		ANDERSON LOCK COMPANY	DES PLAINES	04/26/22	Processed	6,375.13	USD
170816	10	18723		SKYLER ANDERSON	CARPENTERSVILLE	04/26/22	Processed	121.65	USD
170817	10	20141		APEX3 SYSTEMS LLC	STREAMWOOD	04/26/22	Processed	813.00	USD
170818	10	7277	REM3	ASCD	PHILADELPHIA	04/26/22	Processed	186.90	USD
170819	10	21005		AUTOMOTIVE EQUIPMENT SPECI	HANOVER PARK	04/26/22	Processed	1,938.96	USD
170820	10	21618		AYRE PRODUCTIONS	ALGONQUIN	04/26/22	Processed	1,700.00	USD
170821	10	6918	REM	B & H PHOTO-VIDEO	NEW YORK	04/26/22	Processed	168.68	USD
170822	10	21157		B&B NETWORKS INC	WEST CHICAGO	04/26/22	Processed	1,436.61	USD
170823	10	21557		KATHRYN BALCAZAR	ELGIN	04/26/22	Processed	157.02	USD
170824	10	4232	REM	BARNES & NOBLE INC.	DALLAS	04/26/22	Processed	2,876.67	USD
170825	10	18792		ANTHONY BARRERA	ELGIN	04/26/22	Processed	25.04	USD
170826	10	814	REM4	POWER UP BATTERIES LLC	GLEN ELLYN	04/26/22	Processed	14.98	USD
170827	10	20185		MARISSA BEGUN	GILBERTS	04/26/22	Processed	241.54	USD
170828	10	6952	REM	BHFX LLC	Arlington Heights	04/26/22	Processed	444.40	USD
170829	10	16215		JAMES G BLOCH	PALATINE	04/26/22	Processed	1,350.00	USD
170830	10	21573		OLEG BOYANIVSKYY	CRYSTAL LAKE	04/26/22	Processed	16.33	USD
170831	10	13706		BRIDGES FOR LANGUAGE	AURORA	04/26/22	Processed	2,434.59	USD
170832	10	8895	REM5	BSN SPORTS LLC	DALLAS	04/26/22	Processed	1,921.03	USD
170833	10	83500	REM2	US GAMES-DIV of BSN SPORTS	DALLAS	04/26/22	Processed	257.67	USD
170834	10	83500	REM3	BSN SPORTS LLC	DALLAS	04/26/22	Processed	90.81	USD
170835	10	13395		BUREAU OF EDUCATION & RESE	BELLEVUE	04/26/22	Processed	279.00	USD
170836	10	21456	REM1	BUSINESS ESSENTIALS	MINNEAPOLIS	04/26/22	Processed	8,382.38	USD
170837	10	12789		CANDOR HEALTH EDUCATION	HINSDALE	04/26/22	Processed	638.00	USD
170838	10	2558		CASSANDRA STRINGS	Algonquin	04/26/22	Processed	1,333.21	USD
170839	10	21375		CASSIDY TIRE	EAST DUNDEE	04/26/22	Processed	100.79	USD
170840	10	20276	REM2	AIA SERVICES LLC	CHICAGO	04/26/22	Processed	699.25	USD
170841	10	3064	REM	CENTER FOR PSYCHOLOGICAL S	NORTHBROOK	04/26/22	Processed	5,000.00	USD
170842	10	11585	REM	CENTER ON DEAFNESS	GLENVIEW	04/26/22	Processed	1,973.53	USD
170843	10	16077	REM1	BEHAVIORAL HEALTH SERVICES	WINFIELD	04/26/22	Processed	67.11	USD
170844	10	16330	REM2	CENTURY PRINT AND GRAPHICS	SYCAMORE	04/26/22	Processed	183.60	USD
170845	10	15452	REM2	COTG	ATLANTA	04/26/22	Processed	119.99	USD
170846	10	15661		CHILDS VOICE SCHOOL	WOOD DALE	04/26/22	Processed	6,038.82	USD
170847	10	9850		CLARE WOODS ACADEMY	WHEATON	04/26/22	Processed	30,105.86	USD
170848	10	14419		CLASSROOM CONNECTION DAY S	BANNOCKBURN	04/26/22	Processed	7,642.75	USD
170849	10	16875	REM2	CLIENTFIRST CONSULTING GRO	CORONA	04/26/22	Processed	1,145.00	USD

Cash Payment Register

AP265 Date 04/20/22
Time 12:19

Pay Group D300 Community School District 300 USD
Post Company 10 Educational Fund USD
Cash Payment Register for thru 12/31/20

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Current Report Account Currency

Cash Code HBAP Harris Bank Accounts Payable Currency USD
Payment Code MHC

Payment Number	Co	Vendor Number	Remit To	Name	City	Payment Date	Status	Payment Amount	Curr
170850	10	4620		COMMUNICATIONS DIRECT INC	ST CHARLES	04/26/22	Processed	2,775.65	USD
170851	10	12339	REM2	WREDLING MID SCHOOL	ST CHARLES	04/26/22	Processed	200.00	USD
170852	10	13667	REM	N SCOTT JOHNSON	WEST CHICAGO	04/26/22	Processed	3,240.00	USD
170853	10	7450		CONNECTION DAY SCHOOL	PALATINE	04/26/22	Processed	14,978.08	USD
170854	10	7692		COVE SCHOOL	NORTHBROOK	04/26/22	Processed	4,918.72	USD
170855	10	2117		CRISIS PREVENTION INSTITUT	MILWAUKEE	04/26/22	Processed	11,697.00	USD
170856	10	3449	REM3	DEMCO INC	MILWAUKEE	04/26/22	Processed	247.70	USD
170857	10	4861		DUNDEE TOWNSHIP ROTARY CLU	DUNDEE	04/26/22	Processed	285.00	USD
170858	10	19677		EASTER SEALS METROPOLITAN	CHICAGO	04/26/22	Processed	8,885.54	USD
170859	10	4460		ECC BOOKSTORE	ELGIN	04/26/22	Processed	11,685.42	USD
170860	10	11834		EWS WELDING SUPPLY	ELK GROVE VILLAGE	04/26/22	Processed	25.20	USD
170861	10	17794	REM1	METRO PREP	ARLINGTON HEIGHTS	04/26/22	Processed	7,342.80	USD
170862	10	21264		FASTSIGNS OF CARPENTERSVIL	CARPENTERSVILLE	04/26/22	Processed	18,047.00	USD
170863	10	15483		SHEILA FITZPATRICK	CARPENTERSVILLE	04/26/22	Processed	48.92	USD
170864	10	21614		CASEY FLATLAND	HAMPSHIRE	04/26/22	Processed	500.00	USD
170865	10	12731		SHANA FLATLAND	HAMPSHIRE	04/26/22	Processed	2,100.00	USD
170866	10	2919	REM1	THE FLOLO CORPORATION	WEST CHICAGO	04/26/22	Processed	3,963.65	USD
170867	10	17269	REM1	FOLLETT SCHOOL SOLUTIONS I	CHICAGO	04/26/22	Processed	28,445.16	USD
170868	10	19819		ELIZABETH FREEMAN	WOODSTOCK	04/26/22	Processed	219.28	USD
170869	10	35505	REM	G & O THERMAL SUPPLY COMPA	CHICAGO	04/26/22	Processed	3,627.99	USD
170870	10	9565	REM5	GLENBARD EAST HIGH SCHOOL	LOMBARD	04/26/22	Processed	300.00	USD
170871	10	7269	REM1	ADVENTIST GLENOAKS	GLENDALE HEIGHTS	04/26/22	Processed	2,654.28	USD
170872	10	7269	REM3	AMITA GLENOAKS SCHOOL - P	GLENDALE HEIGHTS	04/26/22	Processed	7,889.76	USD
170873	10	18232		JENNIFER GOODEN	HUNTLEY	04/26/22	Processed	162.07	USD
170874	10	2580	REM	GRAINGER	PALATINE	04/26/22	Processed	8,114.09	USD
170875	10	21178		GREY TAXON MUSIC	GILBERTS	04/26/22	Processed	500.00	USD
170876	10	19376	REM3	GROOT INC	PITTSBURGH	04/26/22	Processed	17,403.56	USD
170877	10	9713	REM2	GUSTAVE A LARSON COMPANY	MINNEAPOLIS	04/26/22	Processed	2,339.43	USD
170878	10	18231		TONYA HAASE	CRYSTAL LAKE	04/26/22	Processed	82.31	USD
170879	10	4411	REM	HAMILTON ACADEMY	WEST DUNDEE	04/26/22	Processed	5,595.12	USD
170880	10	20799		HAMPSHIRE NAPA	HAMPSHIRE	04/26/22	Processed	8,366.66	USD
170881	10	16038		DARICE HASTINGS	VOLO	04/26/22	Processed	28.56	USD
170882	10	39070		HAWKS NAPA AUTO PARTS	ELGIN	04/26/22	Processed	2,959.95	USD
170883	10	16388		HEARTSPRING INC	WICHITA	04/26/22	Processed	24,374.29	USD
170884	10	20878		HELPING HAND CENTER	COUNTRYSIDE	04/26/22	Processed	6,893.96	USD
170885	10	20267		PATRICIA HENNESSY	CARPENTERSVILLE	04/26/22	Processed	22.24	USD
170886	10	6079	REM4	HOME DEPOT CREDIT SERVICES	LOUISVILLE	04/26/22	Processed	2,666.03	USD
170887	10	13735		IASA	SPRINGFIELD	04/26/22	Processed	700.00	USD
170888	10	21010		IHSCCO	ANTIOCH	04/26/22	Processed	100.00	USD
170889	10	19124		ILLINOIS ATHLETIC DIRECTOR	HEYWORTH	04/26/22	Processed	160.00	USD
170890	10	2999		ILLINOIS MUSIC EDUCATION A	PALOS HEIGHTS	04/26/22	Processed	1,309.00	USD
170891	10	4810	REM	HERFF JONES	CHICAGO	04/26/22	Processed	1,558.71	USD
170892	10	19339		INFINITY TRANSPORTATION MA	DES PLAINES	04/26/22	Processed	2,665.50	USD
170893	10	18714	REM2	INTERSTATE ROOF SYSTEMS CO	NEW BERLIN	04/26/22	Processed	3,900.00	USD
170894	10	17194		IWIRE TECHNOLOGIES	ELGIN	04/26/22	Processed	382.00	USD
170895	10	18202		J AND D ENTERPRISES	CRYSTAL LAKE	04/26/22	Processed	560.00	USD
170896	10	19784	REM3	JAMF SOFTWARE LLC	CHICAGO	04/26/22	Processed	6.54	USD
170897	10	10904	REM1	JOHNSON CONTROLS	DALLAS	04/26/22	Processed	1,852.59	USD

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170898	10	8224	REM2	JOHNSON CONROLS FIRE PROTE	PALATINE	04/26/22	Processed	12,930.41	USD
170899	10	19551		JUGS SPORTS INC	TUALATIN	04/26/22	Processed	90.00	USD
170900	10	3957	REM2	KANE COUNTY REGIONAL OFFIC	GENEVA	04/26/22	Processed	400.00	USD
170901	10	3552	REM2	KAPLAN EARLY LEARNING CO	CHARLOTTE	04/26/22	Processed	55.14	USD
170902	10	16241		BETH KEEN	BARTLETT	04/26/22	Processed	69.65	USD
170903	10	21337	REM	KELLY SERVICES INC	CHICAGO	04/26/22	Processed	14,110.77	USD
170904	10	21099		NICOLE KENNEDY	CRYSTAL LAKE	04/26/22	Processed	58.10	USD
170905	10	21450		KRANZ INC	RACINE	04/26/22	Processed	299.00	USD
170906	10	17817		PRESTON KRAUSKA	VERNON HILLS	04/26/22	Processed	93.00	USD
170907	10	19793		KRIHA BOUCEK LLC	OAKBROOK TERRACE	04/26/22	Processed	9,125.00	USD
170908	10	1504		LAKESHORE LEARNING MATERIA	CARSON	04/26/22	Processed	2,671.42	USD
170909	10	7090		LIBERTYVILLE TILE AND CARP	LIBERTYVILLE	04/26/22	Processed	2,154.70	USD
170910	10	13173		TRACI MAGSAMEN	WEST DUNDEE	04/26/22	Processed	18.15	USD
170911	10	15497	REM2	MAKERBOT INDUSTRIES LLC	CHICAGO	04/26/22	Processed	256.50	USD
170912	10	21083	REM	MANSFIELD OIL CO	DALLAS	04/26/22	Processed	55,360.85	USD
170913	10	14352		MARKLUND	GENEVA	04/26/22	Processed	16,004.84	USD
170914	10	21590		J THOMAS MARTINDALE	PALATINE	04/26/22	Processed	1,800.00	USD
170915	10	20480	REM	SHANNON TAMPA	ALGONQUIN	04/26/22	Processed	1,440.00	USD
170916	10	741	REM	MIDLAND PAPER	CHICAGO	04/26/22	Processed	7,380.00	USD
170917	10	8084		MIDWEST COMPUTER PRODUCTS	WEST CHICAGO	04/26/22	Processed	1,237.00	USD
170918	10	11777	REM3	MOBILE MINI	DALLAS	04/26/22	Processed	414.86	USD
170919	10	19060		MOES SOUTHWEST GRILL	HOFFMAN ESTATES	04/26/22	Processed	1,270.00	USD
170920	10	10095	REM2	MONOPRICE, INC	LOS ANGELES	04/26/22	Processed	465.72	USD
170921	10	20804	REM	ANTOINETTE MORALES c/o	ELGIN	04/26/22	Processed	1,500.00	USD
170922	10	13143	REM2	MSC INDUSTRIAL SUPPLY	ST LOUIS	04/26/22	Processed	187.75	USD
170923	10	9906	REM4	MUSIC AND ARTS	FREDERICK	04/26/22	Processed	282.09	USD
170924	10	59320		NASCO	FORT ATKINSON	04/26/22	Processed	2,413.33	USD
170925	10	11384		NEW CONNECTIONS ACADEMY	PALATINE	04/26/22	Processed	22,471.92	USD
170926	10	21454		NORTH AMERICAN CORPORATION	GLENVIEW	04/26/22	Processed	3,042.32	USD
170927	10	4929	REM9	NORTHERN ILLINOIS UNIVERSI	DEKALB	04/26/22	Processed	885.00	USD
170928	10	62530		NORTHWESTERN ILLINOIS ASSO	SYCAMORE	04/26/22	Processed	3,170.59	USD
170929	10	21615		PAIGE O'ROURKE	BARTLETT	04/26/22	Processed	250.00	USD
170930	10	20471		NANCY OESTERREICH	ALGONQUIN	04/26/22	Processed	277.29	USD
170931	10	5962		OFFICE DEPOT	CINCINNATI	04/26/22	Processed	69.99	USD
170932	10	11511	REM	OLSSON ROOFING COMPANY	AURORA	04/26/22	Processed	317,940.58	USD
170933	10	63671	REM1	ORIENTAL TRADING CO-OTC BR	MINNEAPOLIS	04/26/22	Processed	161.91	USD
170934	10	16112	REM1	OZINGA READY MIX CONCRETE	CHICAGO	04/26/22	Processed	747.38	USD
170935	10	6938	REM5	PADDOCK PUBLICATIONS INC	CAROL STREAM	04/26/22	Processed	129.95	USD
170936	10	7308		PALATINE HIGH SCHOOL	PALATINE	04/26/22	Processed	35.00	USD
170937	10	7308		PALATINE HIGH SCHOOL	PALATINE	04/26/22	Processed	0.00	USD
170938	10	1291		PALOS SPORTS	ALSIP	04/26/22	Processed	7,394.90	USD
170939	10	15388	REM	PARKLAND PREPARATORY ACADE	BARTLETT	04/26/22	Processed	101,179.20	USD
170940	10	20958	REM	PARTS TOWN LLC	CHICAGO	04/26/22	Processed	1,189.64	USD
170941	10	12027		PAULSEN APPLIANCE INC	SYCAMORE	04/26/22	Processed	612.00	USD
170942	10	15987		PAULY'S CUSTOM APPAREL COM	CRYSTAL LAKE	04/26/22	Processed	485.94	USD
170943	10	64810	REM	PAXTON PATTERSON	CHICAGO	04/26/22	Processed	1,941.36	USD
170944	10	4157		PENTEGRA SYSTEMS	ADDISON	04/26/22	Processed	1,277.50	USD
170945	10	4664	REM3	PIONEER MANUFACTURING COMP	CLEVELAND	04/26/22	Processed	1,265.13	USD

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170946	10	20035	REM	PLANTE & MORAN PLLC	CHICAGO	04/26/22	Processed	7,000.00	USD
170947	10	9764		PRO-SOURCE DISTRIBUTORS	ROCKFORD	04/26/22	Processed	25,007.62	USD
170948	10	17187	REM	PROGRESSIVE PEDIATRICS THE	NORTHBROOK	04/26/22	Processed	229.18	USD
170949	10	19238		PUSHCOIN	GENEVA	04/26/22	Processed	2,585.62	USD
170950	10	9760		PYRAMID SCHOOL PRODUCTS	TAMPA	04/26/22	Processed	524.59	USD
170951	10	20684		QUALITY FLAGS	GURNEE	04/26/22	Processed	453.51	USD
170952	10	7326	REM3	QUINLAN & FABISH MUSIC CO	BURR RIDGE	04/26/22	Processed	0.00	USD
170953	10	21626		MARIA RAMIREZ	GILBERTS	04/26/22	Processed	112.30	USD
170954	10	21613		RANTOUL TOWNSHIP HS DIST #	RANTOUL	04/26/22	Processed	250.00	USD
170955	10	6378	REM1	REALLY GOOD STUFF	CHICAGO	04/26/22	Processed	1,738.21	USD
170956	10	13155	REM2	REINDERS, INC	MILWAUKEE	04/26/22	Processed	1,743.01	USD
170957	10	2756	REM2	RIFTON EQUIPMENT	RIFTON	04/26/22	Processed	932.25	USD
170958	10	21571		LUIS RIVERA	ROUND LAKE	04/26/22	Processed	118.12	USD
170959	10	9296	REM	ROBBINS SCHWARTZ	CHICAGO	04/26/22	Processed	1,068.75	USD
170960	10	9473	REM	ROCKLER WOODWORKING	MEDINA	04/26/22	Processed	4,015.98	USD
170961	10	17806		ROGUE FITNESS	COLUMBUS	04/26/22	Processed	1,443.15	USD
170962	10	18720		HILDA ROMAN	LAKE IN THE HILLS	04/26/22	Processed	29.26	USD
170963	10	1544	REM1	RYDIN DECAL	CAROL STREAM	04/26/22	Processed	328.64	USD
170964	10	6522		S.A.N.E.	HAMILTON	04/26/22	Processed	340.25	USD
170965	10	71950	REM	SAFETY-KLEEN	DALLAS	04/26/22	Processed	285.27	USD
170966	10	723	REM1	SCHOLASTIC BOOK CLUBS	CINCINNATI	04/26/22	Processed	302.50	USD
170967	10	4234	REM	SCHOOL HEALTH CORP	CHICAGO	04/26/22	Processed	28.14	USD
170968	10	21002	REM1	SCHOOL SPECIALTY LLC	PHILADELPHIA	04/26/22	Processed	31,308.81	USD
170969	10	21033	REM	SCHOOLBELLS LTD	HUNTLEY	04/26/22	Processed	11,514.00	USD
170970	10	91035		LYNN SEAGER	GILBERTS	04/26/22	Processed	187.21	USD
170971	10	17316	REM	SEAL OF ILLINOIS	PALATINE	04/26/22	Processed	67,005.54	USD
170972	10	8371	REM	SETON IDENTIFICATION PRODU	CHICAGO	04/26/22	Processed	441.37	USD
170973	10	15679		ROBERT SEWARD	LAKE IN THE HILLS	04/26/22	Processed	147.96	USD
170974	10	498		SHERWIN WILLIAMS	CARPENTERSVILLE	04/26/22	Processed	585.65	USD
170975	10	17056	REM	SHI INTERNATIONAL CORP	DALLAS	04/26/22	Processed	3,923.08	USD
170976	10	21498		SHRUB OAK INTERNATIONAL SC	MOHEGAN LAKE	04/26/22	Processed	44,641.25	USD
170977	10	13013		VINCE SIFUENTES JR	CARPENTERSVILLE	04/26/22	Processed	133.12	USD
170978	10	15165	REM2	SITEONE LANDSCAPE SUPPLY L	CHICAGO	04/26/22	Processed	848.00	USD
170979	10	13767		SKILLS USA	LEESBURG	04/26/22	Processed	4,060.00	USD
170980	10	17589		LAURA SLAVICH	ALGONQUIN	04/26/22	Processed	29.86	USD
170981	10	21481		SMARTSHEET INC	BELLEVUE	04/26/22	Processed	176.01	USD
170982	10	76180	REM	SNAP-ON INDUSTRIAL	CHICAGO	04/26/22	Processed	1,537.47	USD
170983	10	15972	REM3	SOCIAL THINKING	SANTA CLARA	04/26/22	Processed	354.19	USD
170984	10	4368		SOLUTION TREE	BLOOMINGTON	04/26/22	Processed	2,301.00	USD
170985	10	19927		SOUTHEASTERN EQUIPMENT AND	WEST COLUMBIA	04/26/22	Processed	898.28	USD
170986	10	16891	REM3	SPECIAL EDUCATION SERVICES	CHICAGO	04/26/22	Processed	11,669.40	USD
170987	10	14188	REM3	STAPLES ADVANTAGE	DALLAS	04/26/22	Processed	705.56	USD
170988	10	14242	REM2	STATE INDUSTRIAL PRODUCTS	BOSTON	04/26/22	Processed	1,273.58	USD
170989	10	78395	REM	STEINER ELECTRIC CO.	CHICAGO	04/26/22	Processed	655.76	USD
170990	10	19664	REM	STENHOUSE PUBLISHERS	CINCINNATI	04/26/22	Processed	512.00	USD
170991	10	616		STREAMWOOD BEHAVIORAL HEAL	STREAMWOOD	04/26/22	Processed	20,050.05	USD
170992	10	79000		SUMMIT SCHOOL INC	ELGIN	04/26/22	Processed	25,359.48	USD
170993	10	20856	REM2	SUNBELT RENTALS, INC	ATLANTA	04/26/22	Processed	1,106.47	USD

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170994	10	10537	REM2	SWEETWATER EDUCATION	FORT WAYNE	04/26/22	Processed	8,070.66	USD
170995	10	12344	REM	SYSCO FOOD SERVICE OF CHIC	DES PLAINES	04/26/22	Processed	730.96	USD
170996	10	19148		T S LIVINGSTON INC	NORTH AURORA	04/26/22	Processed	2,025.00	USD
170997	10	15594		TALKTOOLS LLC	CHARLESTON	04/26/22	Processed	456.28	USD
170998	10	15913		THE EDGE SPORTS APPAREL	HUNTLEY	04/26/22	Processed	4,330.39	USD
170999	10	17068		THE RESPONSIVE MAILROOM IN	ELGIN	04/26/22	Processed	38.00	USD
171000	10	9467	REM5	THRESHOLDS	CHICAGO	04/26/22	Processed	17,636.85	USD
171001	10	5302	REM2	ENABLING DEVICES	HAWTHORNE	04/26/22	Processed	885.80	USD
171002	10	713	REM2	TRANE US INC	CHICAGO	04/26/22	Processed	4,958.06	USD
171003	10	18700		TREES R US INC	WAUCONDA	04/26/22	Processed	2,280.00	USD
171004	10	20973		TRI-COUNTY SPECIAL EDUCATI	CARBONDALE	04/26/22	Processed	14,737.62	USD
171005	10	12213		TROPHIES BY GEORGE	BARTLETT	04/26/22	Processed	575.00	USD
171006	10	11468	REM	ULINE	CHICAGO	04/26/22	Processed	520.50	USD
171007	10	19190		UNCHARTED LEARNING NFP	BARRINGTON	04/26/22	Processed	18,400.00	USD
171008	10	9847		VCP INC	ALGONQUIN	04/26/22	Processed	924.00	USD
171009	10	4967		VERNIER	BEAVERTON	04/26/22	Processed	6,674.20	USD
171010	10	2469	REM3	VILLAGE OF CARPENTERSVILLE	CARPENTERSVILLE	04/26/22	Processed	26,469.41	USD
171011	10	75970	REM1	VILLAGE OF SLEEPY HOLLOW	SLEEPY HOLLOW	04/26/22	Processed	841.50	USD
171012	10	20577		VIVACITY TECH PBC	SAINT PAUL	04/26/22	Processed	3,469.67	USD
171013	10	21145		VIZOCOM ICT LLC	EL CAJON	04/26/22	Processed	17,676.80	USD
171014	10	17980	REM2	VT SERVICES INC	WHEELING	04/26/22	Processed	305.00	USD
171015	10	10725	REM	WAKOH WEAR	GENOA	04/26/22	Processed	1,336.00	USD
171016	10	86470	REM1	VWR INTL aka Wards Natural	PITTSBURGH	04/26/22	Processed	12.26	USD
171017	10	18635		KRISTINA WEBER	GILBERTS	04/26/22	Processed	53.15	USD
171018	10	13491		ANN WENZEL	CARPENTERSVILLE	04/26/22	Processed	23.11	USD
171019	10	19045	REM2	THOMSON REUTERS - WEST	CAROL STREAM	04/26/22	Processed	876.38	USD
171020	10	7040		WEST SIDE ELECTRIC SUPPLY	SOUTH ELGIN	04/26/22	Processed	1,146.00	USD
171021	10	21625		LEON WILLIAMS	BARTLETT	04/26/22	Processed	197.28	USD
171022	10	18813		WINDSTAR LINES INC	CARROLL	04/26/22	Processed	0.00	USD
171023	10	8479		RAY WINESBURG	ELGIN	04/26/22	Processed	60.00	USD
171024	10	4396	REM	WOODBURN PRESS	DAYTON	04/26/22	Processed	550.50	USD

*** Payment Code MHC Totals

Total Open Payments	223	1,380,378.80
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

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Payment Number	Co	Vendor Number	Remit To	Name	City	Payment Date	Status	Payment Amount	Curr
1072	10	20647		SMITHEREEN COMPANY	NILES	04/26/22	Processed	5,110.00	USD
1073	10	6404	REM3	VERIZON WIRELESS	NEWARK	04/26/22	Processed	28,525.40	USD

*** Payment Code PCD Totals

Total Open Payments	2	33,635.40
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

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Payment Code WIR

Payment Number	Co	Vendor Number	Remit To	Name	City	Payment Date	Status	Payment Amount	Curr
3355	10	20428		CSG FORTE PAYMENTS INC	ALLEN	04/26/22	Processed	6,074.78	USD
3356	10	17875		FLEETMATICS USA LLC	WALTHAM	04/26/22	Processed	2,741.10	USD
3357	10	12763		BMO HARRIS BANK	CHICAGO	04/26/22	Processed	4,407.11	USD
3358	10	2747		HORACE MANN INSURANCE COMP	SPRINGFIELD	04/26/22	Processed	1,629.00	USD

*** Payment Code WIR Totals

Total Open Payments	4	14,851.99
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

*** Cash Code HBAP Totals

Total Open Payments	240	3,935,612.34
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

*** Pay Group D300 USD Totals

Total Open Payments	240	3,935,612.34
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

Cash Payment Register

AP265 Date: 04/14/22
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JOB SUBMISSION PARAMETERS

User Name: D300\karen.patek
Job Name: AP265
Step Nbr: 1

Pay Group: D300
Company:
Process Level:

Community School District 300

Cash Code:
or Cash Code Group:
or Cash Code List:

Payment Dates: -

Report Option: C
Document Currency: A
Payment Code:
Format Option: S

Current
Account Currency
Standard

Cash Payment Register

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170801	10	4000	REM2	VILLAGE OF ALGONQUIN WS	CHICAGO	04/13/22	Processed	783.00	USD

*** Payment Code MHC Totals

Total Open Payments	1	783.00
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

*** Cash Code HBAP Totals

Total Open Payments	1	783.00
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

*** Pay Group D300 USD Totals

Total Open Payments	1	783.00
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

Cash Payment Register

AP265 Date: 04/14/22
Time: 09:58

JOB SUBMISSION PARAMETERS

User Name: D300\laura.kelly
Job Name: AP265
Step Nbr: 1

Pay Group: D300
Company:
Process Level:

Community School District 300

Cash Code:
or Cash Code Group:
or Cash Code List:

Payment Dates: -

Report Option: C
Document Currency: A
Payment Code:
Format Option: S

Current
Account Currency
Standard

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170773	10	10107		GERARD V BLUM	LAKE ZURICH	04/14/22	Processed	65.00	USD
170774	10	21579		BRYN CARROLL	MOUNT PROSPECT	04/14/22	Processed	225.00	USD
170775	10	21600		LEO DLATT	LAKE ZURICH	04/14/22	Processed	65.00	USD
170776	10	21107		ADRIAN DOBRINCUCU	HOFFMAN ESTATES	04/14/22	Processed	65.00	USD
170777	10	19965		ORLANDO DOBRINCUCU	HOFFMAN ESTATES	04/14/22	Processed	65.00	USD
170778	10	16925		LORENZO DOMINGUEZ	ELGIN	04/14/22	Processed	55.00	USD
170779	10	21386		ANTHONY GASCA	ELGIN	04/14/22	Processed	65.00	USD
170780	10	11706		JOHN GOTTER	KINGSTON	04/14/22	Processed	65.00	USD
170781	10	13406		JOHN HOBSCHIED	ROSELLE	04/14/22	Processed	65.00	USD
170782	10	17948		DAVID KOELPER	CARPENTERSVILLE	04/14/22	Processed	100.00	USD
170783	10	21608		ERIK KRASZEWSKI	HAMPSHIRE	04/14/22	Processed	124.00	USD
170784	10	21621		LEE MAURER	LAKE IN THE HILLS	04/14/22	Processed	186.00	USD
170785	10	21578		TANNER MAYDAK	PLAINFIELD	04/14/22	Processed	65.00	USD
170786	10	17294		GUY MERENESS	SYCAMORE	04/14/22	Processed	62.00	USD
170787	10	8932		KEVIN T MOORE	ELGIN	04/14/22	Processed	65.00	USD
170788	10	10164		WILLIAM E ORRIS JR	OAKWOOD HILLS	04/14/22	Processed	65.00	USD
170789	10	15107		DAVID PETROSKY	HANOVER PARK	04/14/22	Processed	65.00	USD
170790	10	17551		RICHARD QUATHAMER	ELGIN	04/14/22	Processed	55.00	USD
170791	10	11729		PATRICK SCHENCK	ST CHARLES	04/14/22	Processed	130.00	USD
170792	10	15065		ROBERT J SHEA	ALGONQUIN	04/14/22	Processed	55.00	USD
170793	10	8967		TIMOTHY SIPES	BATAVIA	04/14/22	Processed	62.00	USD
170794	10	20227		JOSEPH SKAJA	ELGIN	04/14/22	Processed	55.00	USD
170795	10	10255		ALLAN SMIGIEL	HUNTLEY	04/14/22	Processed	65.00	USD
170796	10	9552		JERRY WATTERS	ALGONQUIN	04/14/22	Processed	65.00	USD
170797	10	19113		BENJAMIN WINKELMAN	WOODSTOCK	04/14/22	Processed	145.00	USD
170798	10	16673		JOSEPH W WROBLESKI	SOUTH ELGIN	04/14/22	Processed	65.00	USD
170799	10	19886		RICHARD R ZAWISLAK	SOUTH ELGIN	04/14/22	Processed	110.00	USD
170800	10	19857		ERIC ZEITLER	CRYSTAL LAKE	04/14/22	Processed	68.00	USD

*** Payment Code MHC Totals
 Total Open Payments 28 2,342.00
 Total Reconciled Payments 0.00
 Total Void Payments 0.00
 Total Stale Dated Payments 0
 Total Escheated Payments 0

*** Cash Code HBAP Totals
 Total Open Payments 28 2,342.00
 Total Reconciled Payments 0.00
 Total Void Payments 0.00
 Total Stale Dated Payments 0
 Total Escheated Payments 0

Cash Payment Register

AP265 Date 04/14/22
Time 09:58

Pay Group D300 Community School District 300 USD
Post Company 10 Educational Fund USD
Cash Payment Register for thru 12/31/20

Page 2

*** Pay Group D300 USD Totals			
Total Open Payments	28		2,342.00
Total Reconciled Payments			0.00
Total Void Payments			0.00
Total Stale Dated Payments			0
Total Escheated Payments			0

Cash Payment Register

AP265 Date: 04/12/22
Time: 15:09

JOB SUBMISSION PARAMETERS

User Name: D300\karen.patek
Job Name: AP265
Step Nbr: 1

Pay Group: D300
Company:
Process Level:

Community School District 300

Cash Code:
or Cash Code Group:
or Cash Code List:

Payment Dates: -

Report Option: C
Document Currency: A
Payment Code:
Format Option: S

Current
Account Currency
Standard

Cash Payment Register

AP265 Date 04/12/22
Time 15:09

Pay Group D300 Community School District 300 USD
Post Company 10 Educational Fund USD
Cash Payment Register for thru 12/31/20

Page 1

Current Report Account Currency

Cash Code HBAP Harris Bank Accounts Payable Currency USD
Payment Code MHC

Payment Number	Co	Vendor Number	Remit To	Name	City	Payment Date	Status	Payment Amount	Curr
170772	10	4602		ILLINOIS PRINCIPALS ASSOCI	SPRINGFIELD	04/12/22	Processed	4,860.00	USD

*** Payment Code MHC Totals

Total Open Payments	1	4,860.00
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

Cash Payment Register

AP265 Date 04/12/22
Time 15:09

Pay Group D300 Community School District 300 USD
Post Company 10 Educational Fund USD
Cash Payment Register for thru 12/31/20

Page 2

Current Report Account Currency

Cash Code HBAP Harris Bank Accounts Payable Currency USD
Payment Code PCD

Payment Number	Co	Vendor Number	Remit To	Name	City	Payment Date	Status	Payment Amount	Curr
1071	10	9724	REM3	T-MOBILE	CINCINNATI	04/12/22	Processed	3,827.16	USD

*** Payment Code PCD Totals

Total Open Payments	1	3,827.16
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

*** Cash Code HBAP Totals

Total Open Payments	2	8,687.16
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

*** Pay Group D300 USD Totals

Total Open Payments	2	8,687.16
Total Reconciled Payments		0.00
Total Void Payments		0.00
Total Stale Dated Payments		0
Total Escheated Payments		0

Cash Payment Register

AP265 Date: 04/07/22
Time: 14:25

JOB SUBMISSION PARAMETERS

User Name: D300\laura.kelly
Job Name: AP265
Step Nbr: 1

Pay Group: D300
Company:
Process Level:

Community School District 300

Cash Code:
or Cash Code Group:
or Cash Code List:

Payment Dates: -

Report Option: C
Document Currency: A
Payment Code:
Format Option: S

Current
Account Currency
Standard

Cash Payment Register

AP265 Date 04/07/22
Time 14:25

Pay Group D300 Community School District 300 USD
Post Company 10 Educational Fund USD
Cash Payment Register for thru 12/31/20

Page 1

Current Report Account Currency

Cash Code HBAP Harris Bank Accounts Payable Currency USD
Payment Code MHC

Payment Number	Co	Vendor Number	Remit To	Name	City	Payment Date	Status	Payment Amount	Curr
170754	10	21619		GARY BABBITT	BELVIDERE	04/07/22	Processed	68.00	USD
170755	10	21620		JIM DART	HINSDALE	04/07/22	Processed	68.00	USD
170756	10	15143		JOHN J FLYNN JR	HANOVER PARK	04/07/22	Processed	65.00	USD
170757	10	8763		JOEY HAGER	ROUND LAKE BEACH	04/07/22	Processed	65.00	USD
170758	10	18022		JONATHAN HAND	MAPLE PARK	04/07/22	Processed	65.00	USD
170759	10	20241		GLENN HAUSL	SOUTH ELGIN	04/07/22	Processed	65.00	USD
170760	10	16048		CHRISTOPHER P HOMMOWUN	HOFFMAN ESTATES	04/07/22	Processed	130.00	USD
170761	10	16996		JAMES H KARKOW	MCHENRY	04/07/22	Processed	65.00	USD
170762	10	21608		ERIK KRASZEWSKI	HAMPSHIRE	04/07/22	Processed	62.00	USD
170763	10	15576		MACHESKY DENNIS J	CRYSTAL LAKE	04/07/22	Processed	124.00	USD
170764	10	16025		MARIO A ORTIZ	ELGIN	04/07/22	Processed	65.00	USD
170765	10	12894		RANDY SATER	BARTLETT	04/07/22	Processed	130.00	USD
170766	10	20227		JOSEPH SKAJA	ELGIN	04/07/22	Processed	65.00	USD
170767	10	10255		ALLAN SMIGIEL	HUNTLEY	04/07/22	Processed	25.00	USD
170768	10	19615		JAMES SPADE	BARTLETT	04/07/22	Processed	65.00	USD
170769	10	21607		JAYSON YORK	WEST CHICAGO	04/07/22	Processed	65.00	USD

*** Payment Code MHC Totals
 Total Open Payments 16 1,192.00
 Total Reconciled Payments 0.00
 Total Void Payments 0.00
 Total Stale Dated Payments 0
 Total Escheated Payments 0

*** Cash Code HBAP Totals
 Total Open Payments 16 1,192.00
 Total Reconciled Payments 0.00
 Total Void Payments 0.00
 Total Stale Dated Payments 0
 Total Escheated Payments 0

*** Pay Group D300 USD Totals
 Total Open Payments 16 1,192.00
 Total Reconciled Payments 0.00
 Total Void Payments 0.00
 Total Stale Dated Payments 0
 Total Escheated Payments 0

Included in your board package is the February 2021 Unaudited Treasurer and Financial Report. Report highlights are as follow:

Treasurer Report

As of February 28, 2021, the District had \$145,598,142.08 of cash on hand. The cash balance by fund was:

Operating Fund	\$ 113,702,751.43
Bond & Interest Fund	391,446.25
Site & Construction Fund	31,512,944.40
Total	\$ 145,598,142.08

Financial Report Analysis-All Funds

Expenditures- If the District were to spend their dollars evenly each month, expenditures through February should be at 67% of total expenditures. Listed below is a summary of cash expenditures to date as a percentage of total expenditures by fund.

Fund	% of Budget	Comment
Education	56.47%	We anticipate expenditures to be lower than budget, at year end due to COVID-19 restrictions.
Operations & Maintenance	56.63%	This fund is lower than trend, however in line due to COVID-19 operations. We anticipate expenditures to be lower than budget.
Bond & Interest	98.82%	The bond & interest fund is used to pay our debt payments which are made in November, December and June. The initial payment of the new chrome book lease was made at the end of August.
Transportation	42.44%	This fund is lower than trend, however in line due to COVID-19 operations. We anticipate expenditures to be lower than budget.
IMRF/Social Security	58.64%	We anticipate a small surplus in this fund due to COVID-19 operations.
Capital Projects	51.37%	This fund is used to pay for our Summer Capital Projects.
Tort	100.00%	The tort fund is used to pay our insurance premiums. These premiums are due in July.

Revenues- The District has received 57.66% of its budgeted revenue compared 56.74% prior YTD.

Financial Reporting Analysis- Operating Funds

Operating Fund Revenue Summary by Source- 58.38% compared to 56.94% prior YTD

- Local Revenues is on target at 55.49% due to tax distribution timing and the tax collection rates;
- State Revenues are at 65.42%;
- Federal Revenues are at 49.70% and are in line with federal grant expenditures.

Operating Fund Expenditure Summary by Object- 56.00% compared to 57.65% prior YTD

- Salaries are at 56.03%-teacher and para salaries started in late August as previous school year wages were accrued in June 2020;
- Benefits are at 56.05%- teacher and para salaries started in late August as previous school year wages were accrued in June 2020;
- Purchase Services are below budget at 54.97% due to COVID-19 restrictions;
- Supplies/Materials are at 62.09%;
- Capital Outlay is at 37.90%;
- Other/Tuition is at 51.62%;
- Non-Capitalized Equipment (any equipment under our \$5000 capitalization threshold) – is at 59.47% due to the chrome book refresh occurring in August.

Cash Flow For cash flow purposes:

- Investment Income is at 48.00% of budget. Short term interest rates in February remained stable at 0.010%.
- The Tort Fund has a deficit balance of (\$284,539) due to payment of the District insurance premiums for worker's compensation and general liability insurance coverage. As in previous years, property tax collections throughout the year will offset this deficit by the end of the fiscal year. The deficit is being covered by a loan from the working cash fund.

TREASURER'S REPORT FOR THE MONTH OF FEBRUARY 2022

INVESTMENTS AT COST: \$ 139,958,636.16

(See attached schedule for investment detail)

MONTHLY PAYROLL:

Educational Fund	\$ 11,985,089.30	
O&M Fund	\$ 628,174.67	
Transportation Fund	<u>\$ 54,447.64</u>	\$ 12,667,711.61

PAYROLL RELATED EXPENDITURES:

(Not reflected in A/P Bill Listing)

Educational and Transportation Funds:

Teachers, Retirement System	<u>\$ 723,209.84</u>	
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Total Teachers, Retirement System		\$ 723,209.84
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Illinois Municipal Retirement Fund

IMRF	\$ 211,939.25	
FICA	\$ 146,711.24	
Medicare	<u>\$ 169,646.45</u>	

Total IMRF/FICA/Medicare Fund		\$ 528,296.94
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Total Payroll and Related Expenditures		<u><u>\$ 13,919,218.39</u></u>
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COMMUNITY UNIT SCHOOL DISTRICT #300
 Financial Report 8 -February 28, 2022
 By Fund, By Object

All Funds	FY22 Budget	FY22 Actual	% of FY22 Budget
Local	220,182,013	110,312,634	50.10%
State	77,438,198	50,958,557	65.81%
Federal	27,440,142	17,772,181	64.77%
Other Source	-	-	
Total Revenues	<u>325,060,353</u>	<u>179,043,373</u>	<u>55.08%</u>
Salaries	170,247,710	96,162,986	56.48%
Benefits	44,480,915	24,110,533	54.20%
Purchased Services	50,262,506	33,490,678	66.63%
Supplies/Materials	12,426,457	6,826,829	54.94%
Capital Outlay	24,693,094	16,996,908	68.83%
Other	42,151,147	30,047,620	71.29%
Non-Capitalized Equipment	3,627,018	1,326,943	36.58%
Total Expenditures	<u>347,888,847</u>	<u>208,962,497</u>	<u>60.07%</u>
Revenues Over Disbursements	(22,828,494)	(29,919,125)	
Other Financing Sources	-	-	
Fund Balance Transfer	-	-	
Net Change to Fund Balance	<u>(22,828,494)</u>	<u>(29,919,125)</u>	

COMMUNITY UNIT SCHOOL DISTRICT #300
 Financial Report 8 -February 28, 2022
 By Fund, By Object

Operating Funds	FY22 Budget	FY22 Actual	% of FY22 Budget
Local	192,705,598	96,759,152	50.21%
State	77,438,198	50,958,557	65.81%
Federal	27,440,142	17,772,181	64.77%
Other Sources	-	-	
Total Revenues	<u>297,583,938</u>	<u>165,489,890</u>	<u>55.61%</u>
Salaries	170,247,710	96,162,986	56.48%
Benefits	44,480,915	24,110,533	54.20%
Purchased Services	50,244,506	33,484,028	66.64%
Supplies/Materials	12,426,457	6,826,829	54.94%
Capital Outlay	1,055,430	611,483	57.94%
Other/Tuition	10,974,098	6,034,030	54.98%
Non-Capitalized Equipment	3,627,018	1,326,943	36.58%
Total Expenditures	<u>293,056,134</u>	<u>168,556,832</u>	<u>57.52%</u>
Revenues Over Disbursements	4,527,804	(3,066,942)	
Other Financing Sources	(3,943,979)	(1,390,801)	
Fund Balance Transfer	-	-	
Net Change to Fund Balance	<u>583,825</u>	<u>(4,457,742)</u>	

COMMUNITY UNIT SCHOOL DISTRICT #300
Financial Report 8 -February 28, 2022
By Fund, By Object

Fund 1-Educational	FY22 Budget	FY22 Actual	% of FY22 Budget
Local	150,369,344	75,846,946	50.44%
State	68,872,932	44,231,307	64.22%
Federal	27,440,142	17,772,181	64.77%
Other Sources	-	-	
Total Revenues	246,682,418	137,850,435	55.88%
Salaries	160,956,157	90,057,560	55.95%
Benefits	36,100,730	18,734,854	51.90%
Purchased Services	28,136,127	20,619,266	73.28%
Supplies/Materials	5,502,347	2,941,313	53.46%
Capital Outlay	196,694	236,332	120.15%
Other/Tuition	10,965,098	6,032,812	55.02%
Non-Capitalized Equipment	3,382,374	1,227,651	36.30%
Total Expenditures	245,239,527	139,849,788	57.03%
Revenues Over Disbursements	1,442,891	(1,999,353)	
Other Financing Source Transfers	(1,390,801)	(1,390,801)	
Fund Balance Transfer	-	-	
Net Change to Fund Balance	52,090	(3,390,154)	
 Fund 2-Operations & Maintenance			
Local	24,623,303	12,388,670	50.31%
State	-	-	
Other Sources	-	-	
Total Revenues	24,623,303	12,388,670	50.31%
Salaries	8,835,729	5,750,505	65.08%
Benefits	1,533,492	954,061	62.21%
Purchased Services	3,776,008	2,029,583	53.75%
Supplies/Materials	5,867,683	3,338,577	56.90%
Capital Outlay	815,100	326,958	40.11%
Other	9,000	1,218	13.53%
Non-Capitalized Equipment	244,644	99,291	40.59%
Total Expenditures	21,081,656	12,500,194	59.29%
Revenues Over Disbursements	3,541,647	(111,525)	
Other Financing Source Transfers	(2,553,178)	-	
Net Change to Fund Balance	988,469	(111,525)	
 Fund 3-Bond & Interest			
Local	26,866,415	13,055,256	48.59%
Other Sources	-	-	0.00%
Total Revenues	26,866,415	13,049,102	48.57%
Purchased Services	18,000	6,650	36.94%
Other	31,177,049	24,013,590	77.02%
Total Expenditures	31,195,049	24,020,240	77.00%
Revenues Over Disbursements	(4,328,634)	(10,971,138)	
Other Financing Sources/(Uses)	3,943,979	1,390,801	
Net Change to Fund Balance	(384,655)	(9,580,337)	

COMMUNITY UNIT SCHOOL DISTRICT #300
Financial Report 8 -February 28, 2022
By Fund, By Object

	FY22 Budget	FY22 Actual	% of FY22 Budget
Fund 4-Transportation			
Local	9,236,837	4,205,186	45.53%
State	8,565,266	6,727,250	78.54%
Other Sources	-	-	
Total Revenues	<u>17,802,103</u>	<u>10,932,436</u>	<u>61.41%</u>
Salaries	455,824	354,922	77.86%
Benefits	11,039	17,163	155.48%
Purchased Services	16,235,177	8,752,551	53.91%
Supplies/Materials	1,056,427	546,938	51.77%
Capital Outlay	43,636	48,192	110.44%
Other	-	-	
Non-Capitalized Equipment	-	-	
Total Expenditures	<u>17,802,103</u>	<u>9,719,766</u>	<u>54.60%</u>
Revenues Over Disbursements	-	1,212,670	
Other Financing Sources	-	-	
Net Change to Fund Balance	<u>-</u>	<u>1,212,670</u>	
Fund 5-IMRF/Social Security			
Local	6,424,785	3,333,835	51.89%
Total Revenues	<u>6,424,785</u>	<u>3,333,835</u>	<u>51.89%</u>
Benefits	6,835,654	4,404,455	64.43%
Total Expenditures	<u>6,835,654</u>	<u>4,404,455</u>	<u>64.43%</u>
Revenues Over Disbursements	(410,869)	(1,070,620)	
Other Financing Sources	-	-	
Net Change to Fund Balance	<u>(410,869)</u>	<u>(1,070,620)</u>	
Fund 6-Capital Projects			
Local	610,000	498,226	81.68%
State	-	-	
Other Sources	-	-	0.00%
Total Revenues	<u>610,000</u>	<u>498,226</u>	<u>81.68%</u>
Salaries	-	-	0.00%
Benefits	-	-	0.00%
Purchased Services	-	-	0.00%
Supplies/Materials	-	-	0.00%
Capital Outlay	23,637,664	16,385,425	69.32%
Other	-	-	
Total Expenditures	<u>23,637,664</u>	<u>16,385,425</u>	<u>69.32%</u>
Revenues Over Disbursements	(23,027,664)	(15,887,199)	
Other Financing Sources	-	-	
Fund Balance Transfer	-	-	
Net Change to Fund Balance	<u>(23,027,664)</u>	<u>(15,887,199)</u>	

COMMUNITY UNIT SCHOOL DISTRICT #300
 Financial Report 8 -February 28, 2022
 By Fund, By Object

Fund 7-Working Cash	FY22 Budget	FY22 Actual	% of FY22 Budget
Local	56,986	41,852	73.44%
Total Revenues	<u>56,986</u>	<u>41,852</u>	<u>73.44%</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>0.00%</u>
Revenues Over Disbursements	56,986	41,852	
Other Financing Uses	-	-	
Net Change to Fund Balance	<u>56,986</u>	<u>41,852</u>	
Fund 8-Tort			
Local	1,994,343	942,663	47.27%
Total Revenues	<u>1,994,343</u>	<u>942,663</u>	<u>47.27%</u>
Purchase Services	<u>2,097,194</u>	<u>2,082,629</u>	<u>99.31%</u>
Total Expenditures	<u>2,097,194</u>	<u>2,082,629</u>	<u>99.31%</u>
Revenues Over Disbursements	(102,851)	(1,139,966)	
Other Financing Uses	-	-	
Net Change to Fund Balance	<u>(102,851)</u>	<u>(1,139,966)</u>	

COMMUNITY UNIT SCHOOL DISTRICT #300

Summary of Fiscal Year Investment Activity-All Funds

Depository or Instrument	Type	Bank # Year	Date Purchased	Date of Maturity	Term (Days)	Rate (%)	Par/Face	Principal Invested	Earnings to Maturity	Principal Invested @ 02/28/22
OPERATING FUND INVESTMENTS										
MAGNOLIA BANK INC/MAG KY	DTC	365	7/15/2020	7/14/2021	364	0.150%	249,000	249,124	-	-
Arvest Bank	CDR	365	7/23/2020	7/22/2021	364	0.133%	242,660	242,338	-	-
Relyance Bank, NA/Pine Bluff National Bank	CDR	365	7/23/2020	7/22/2021	364	0.133%	242,660	242,338	-	-
Farmers and Merchants State Bank	CDR	365	7/23/2020	7/22/2021	364	0.133%	242,660	242,338	-	-
First National Bank	CDR	365	7/23/2020	7/22/2021	364	0.133%	242,660	242,338	-	-
Piedmont Bank	CDR	365	7/23/2020	7/22/2021	364	0.133%	242,660	242,338	-	-
Bank Texas, National Association	CDR	365	7/23/2020	7/22/2021	364	0.133%	242,660	242,338	-	-
Southwest National Bank	CDR	365	7/23/2020	7/22/2021	364	0.133%	242,660	242,338	-	-
SpiritBank	CDR	365	7/23/2020	7/22/2021	364	0.133%	242,660	242,338	-	-
Chambers Bank	CDR	365	7/23/2020	7/22/2021	364	0.133%	169,187	168,962	-	-
OakStar Bank, National Association	CDR	365	7/23/2020	7/22/2021	364	0.133%	242,660	242,338	-	-
Poppy Bank	CDR	365	7/30/2020	7/29/2021	364	0.137%	245,177	244,842	-	-
Citizens National Bank	CDR	365	7/30/2020	7/29/2021	364	0.137%	245,177	244,842	-	-
Community Bank of the Bay	CDR	365	7/30/2020	7/29/2021	364	0.137%	245,177	244,842	-	-
Byron Bank	CDR	365	7/30/2020	7/29/2021	364	0.137%	145,799	145,599	-	-
Primary Bank	CDR	365	7/30/2020	7/29/2021	364	0.137%	245,177	244,842	-	-
Planters Bank, Inc	CDR	365	7/30/2020	7/29/2021	364	0.137%	245,177	244,842	-	-
BancCentral, National Association	CDR	365	7/30/2020	7/29/2021	364	0.137%	245,177	244,842	-	-
CBW Bank	CDR	365	7/30/2020	7/29/2021	364	0.137%	245,177	244,842	-	-
Mainstreet Bank	CDR	365	7/30/2020	7/29/2021	364	0.137%	151,033	150,826	-	-
Homeland Federal Savings Bank	CDR	365	7/30/2020	7/29/2021	364	0.137%	245,177	244,842	-	-
Border State Bank	CDR	365	7/30/2020	7/29/2021	364	0.137%	245,177	244,842	-	-
Morgan Stanley Bank NA (1.700%)	DTC	365	2/6/2020	8/6/2021	547	1.660%	247,146	247,000	-	-
Morgan Stanley Private Bank (1.700%)	DTC	365	2/6/2020	8/6/2021	547	1.660%	247,146	247,000	-	-
BMW Bank North America (1.600%)	DTC	365	2/7/2020	8/9/2021	549	1.600%	248,147	248,000	-	-
Wells Fargo Natl Bk West (1.650%)	DTC	365	2/10/2020	8/10/2021	547	1.650%	249,184	249,000	-	-
Vertitex Community Bank	CD	365	9/11/2020	9/13/2021	367	0.104%	249,961	249,700	-	-
New Omni Bank NA	CD	365	9/11/2020	9/13/2021	367	0.100%	249,961	249,700	-	-
PREFERRED BANK	CD	365	2/5/2021	11/2/2021	270	0.070%	249,930	249,800	-	-
Customers Bank-Loc	CD	365	2/5/2021	11/2/2021	270	0.071%	5,002,613	5,000,000	-	-
Bank 7	CD	365	12/17/2020	12/17/2021	365	0.151%	249,676	249,300	-	-
TEXAS CAPITAL BANK	CD	365	12/17/2020	12/17/2021	365	0.150%	249,674	249,300	-	-
US TREASURY N/B	SEC	365	2/4/2022	3/4/2022	28	0.032%	4,650,326	4,650,112	214.03	4,650,112.36
US TREASURY N/B	SEC	365	2/4/2022	5/5/2022	90	0.100%	12,503,000	12,499,906	3,094.49	12,499,905.51

US TREASURY N/B	SEC	365	2/4/2022	5/19/2022	104	0.110%	7,002,000	6,999,815	2,184.62	6,999,815.38
US TREASURY N/B	SEC	365	12/16/2021	8/31/2022	258	0.090%	3,997,000	3,997,937	(936.80)	3,997,936.80
Bank of China	CD	365	12/15/2021	9/8/2022	267	0.101%	249,984	249,800	184.31	249,800.00
Financial Federal	CD	365	12/15/2021	9/8/2022	267	0.100%	249,983	249,800	182.73	249,800.00
Bank Hapoalim, NY	CD	365	12/15/2021	9/8/2022	267	0.100%	249,983	249,800	182.73	249,800.00
CIBC Bank USA/Private Bank	CD	365	12/15/2021	9/8/2022	267	0.100%	249,984	249,800	184.16	249,800.00
CIT Bank, National Association, CA	CDR	365	9/16/2021	9/15/2022	364	0.080%	241,602	241,409	192.60	241,409.00
Pinnacle Bank, TN	CDR	365	9/16/2021	9/15/2022	364	0.080%	241,602	241,409	192.60	241,409.00
City First Bank of D.C., National Association	CDR	365	9/16/2021	9/15/2022	364	0.080%	241,602	241,409	192.60	241,409.00
First Liberty Bank, OK	CDR	365	9/16/2021	9/15/2022	364	0.080%	241,602	241,409	192.60	241,409.00
Amarillo National Bank, TX	CDR	365	9/16/2021	9/15/2022	364	0.080%	34,391	34,364	27.41	34,364.00
State Bank of India	DTC	365	9/17/2021	9/16/2022	364	0.080%	249,000	249,174	(173.68)	249,173.68
FIRST CAPITAL BANK	CD	365	12/17/2020	12/19/2022	732	0.150%	249,674	249,200	473.66	249,200.00
KS STATEBANK/KANSAS STATE BANK OF M	CD	365	12/17/2020	12/19/2022	732	0.151%	349,353	248,600	100,752.79	248,600.00
SERVISFIRST BANK	CD	365	12/17/2020	12/19/2022	732	0.160%	249,900	249,100	800.04	249,100.00
Luana Savings Bank	CD	365	12/17/2020	12/19/2022	732	0.150%	249,950	249,200	749.65	249,200.00
GBC International Bank	CD	365	12/17/2020	12/19/2022	732	0.142%	249,912	249,200	712.11	249,200.00
US TREASURY N/B	SEC	365	11/4/2021	12/31/2022	422	0.100%	4,996,000	4,997,366	(1,366.09)	4,997,366.09
Western Alliance Bank/Torrey Pines	CD	365	7/14/2021	1/4/2023	539	0.142%	249,912	249,400	512.11	249,400.00
US TREASURY N/B	SEC	365	11/4/2021	5/31/2023	573	0.230%	5,005,000	4,996,789	8,211.33	4,996,788.67
US TREASURY N/B	SEC	365	11/4/2021	11/30/2023	756	0.400%	4,786,000	4,956,127	(170,127.34)	4,956,127.34
US TREASURY N/B	SEC	365	7/15/2021	7/31/2024	1112	0.310%	1,878,000	1,981,217	(103,216.64)	1,981,216.64
US TREASURY N/B	SEC	365	7/15/2021	7/31/2025	1477	0.530%	2,020,000	1,997,433	22,567.19	1,997,432.81
US TREASURY N/B	SEC	365	7/15/2021	7/31/2026	1842	1.650%	1,874,000	1,982,926	(108,926.25)	1,982,926.25
PONCE BANK	SDA		2/28/2022			0.020%	386	386		386
NEXBANK, SSB-ICS	SDA		2/28/2022			0.032%	813	813		813
Bank of China	SDA		2/28/2022			0.020%	14,568,386	14,568,386		14,568,386
Bank of China	SDA		2/28/2022			0.020%	260,627	260,627		260,627
Congressional Bank	SDA		2/28/2022			0.040%	20,001,381	20,001,381		20,001,381
NEXBANK, SSB-PHLY,TX	SDA		2/28/2022			0.032%	10,000,934	10,000,934		10,000,934
PMA/ISDLAF Liquid #10254-101	Short term trust deposit	365		as needed	n/a	0.010%		2,503.73	-	2,503.73
PMA/ISDLAF Max #10254-101	Short term trust deposit	365		as needed	n/a	0.020%		12,981,475.26	-	12,981,475.26
PMA/ISDLAF LTD #10254-101	LTD Account	365	1/19/2021	2/28/2022			9,937,000	9,937,000.00	-	9,937,000.00
PMA/ISDLAF Liquid #10254-104	Short term trust deposit	365		as needed	n/a	0.010%		3,499,511.61	-	3,499,511.61
Total Operating Investments with PMA									\$	124,055,718.99
									Outstanding Items	(4,640,951.28)
									Bond & Interest Fund Transfers	5,445,539.50
									Construction Fund Transfers	(13,692,675.01)
TOTALS OPERATING FUNDS AS OF				28-Feb-22				\$	111,167,632.20	
TOTALS BOND AND INTEREST FUND INVESTMENTS AS OF (see page 3 for details):				28-Feb-22				\$	192,007.07	
TOTAL CONSTRUCTION FUND INVESTMENTS AS OF (see page 4 for details):				28-Feb-22				\$	28,598,996.89	

COMMUNITY UNIT SCHOOL DISTRICT #300

Summary of Fiscal Year Investment Activity-Bond and Interest Fund

Depository or Instrument	Type	Bank #	Year	Date Purchased	Date of Maturity	Term (Days)	Rate (%)	Par/Face	Principal Invested	Earnings to Maturity	Principal Invested @ 02/28/22
BOND AND INTEREST FUND INVESTMENTS											
PMA 1994 Escrow Fund; #10254-103-Liquid	Short term trust deposit	365			as needed	n/a	0.01%		0.00	-	-
PMA 1994 Escrow Fund; #10254-103-Max	Short term trust deposit	365			as needed	n/a	0.02%		4,723,936.62	-	4,723,936.62
Total B&I Investments with PMA											4,723,936.62
USBank Intercept Escrow Fund 400554.1	MMA								912,825.41	-	912,825.41
USBank Bond Pool Fund 431613.1	MMA								784.54	-	784.54
Total B&I Investments with US Bank											913,609.95
TOTAL BOND AND INTEREST FUNDS INVESTMENTS AS OF:				28-Feb-22					913,609.95		5,637,546.57
										Outstanding Items	-
										Operating Fund Transfers	(5,445,539.50)
										Cash Balance Per General Ledger	\$ 192,007.07

COMMUNITY UNIT SCHOOL DISTRICT #300

Summary of Fiscal Year Investment Activity-Construction Fund

Depository or Instrument	Type	Bank #	Date Purchased	Date of Maturity	Term (Days)	Rate (%)	Par/Face	Principal Invested	to Maturity	Invested @ 02/28/22
CONSTRUCTION FUND INVESTMENTS FUND INVESTMENTS										
PMA/ISDLAF Max #10254-212	Short term trust deposit	365		as needed	n/a	0.02%		821.88	-	821.88
PMA/ISDLAF LTD #10254-212	LTD Account	365	1/19/2021	2/28/2022			14,905,500	14,905,500.00	-	14,905,500.00
TOTAL CONSTRUCTION FUNDS INVESTMENTS AS OF:								28-Feb-22		14,906,321.88
									Outstanding Items	-
									Operating Fund Transfers	13,692,675.01
									Cash Balance Per General Ledger	<u>\$ 28,598,996.89</u>

Balance Sheet

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Company 10 - Educational Fund
Balance Sheet
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Fiscal Year 2022

Consolidated		Educational Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS					
CURASSETS					
8000					
8010-0000					
8014-0000					
8015-0000					
8016-0000					
8017-0000					
Total Cash		51,535,474.03	59,686,516.16	8,151,042.13-	13.7-
RECEIVABLES					
8100					
8110-0000					
8190-0000					
8191-0000					
8192-0000					
Total 110-122		75,990,122.05	80,032,036.05	4,041,914.00-	5.1-
8400					
8440-0000					
8486-0000					
Total Other Current Assets		1,194,994.29	658,971.99	536,022.30	81.3
Total Receivables		77,185,116.34	80,691,008.04	3,505,891.70-	4.3-
Total Current Assets		128,720,590.37	140,377,524.20	11,656,933.83-	8.3-
Total Assets		128,720,590.37	140,377,524.20	11,656,933.83-	8.3-
LIABFBAL					
LIABILITIES					
9000					
9011-0000					
9021-0000					
9022-0000					
9023-0000					
9025-0000					
9098-0000					
Total Current Liabilities		72,675,201.06-	69,504,042.84-	3,171,158.22-	4.6
9300					
9301-0000					
9302-0000					
9311-0000					
Total Payroll Deductions		498.94	943.52-	1,442.46	152.9-
Total Liabilities		72,675,700.00-	70,447,586.36-	2,228,113.64-	3.1-

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Company 10 - Educational Fund
Balance Sheet
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Fiscal Year 2022

Consolidated		Educational Fund		Consolidated	
Account Nbr	Description	Current Year	Previous Year	Change	Percent
9300	Payroll Deductions				
9320-0000	Employee Disability/Life Payable	12,430.21	7,287.78-	19,717.99	270.6-
9321-0000	FSA	70,130.02-	11,518.47	81,648.49-	708.8-
9325-0000	Health Savings Account (HSA)	326,756.48-	0.00	326,756.48-	
9330-0000	TRS	647,261.35-	4,965.19-	642,296.16-	12936.0
9340-0000	THIS-Employee	201,054.88-	144.01	201,198.89-	139711.7-
9360-0000	Other Payroll Deductions Payable	843.00-	843.00-	0.00	
9368-0000	Employee Voluntary Insurance Payabl	179.45	0.00	179.45	
	Total Payroll Deductions	1,232,718.29-	124,286.11-	1,108,432.18-	891.8
9400	Other Payables				
9402-0000	Owed to Foundation	40.00-	79.66-	39.66	49.8-
9403-0000	Owed to Settlement	1,257.50-	1,257.50-	0.00	
9404-0000	Owed to Building-Music Donations	1,075.01-	1,075.01-	0.00	
9410-0000	Owed to Building-Vending	210,961.72-	186,324.79-	24,636.93-	13.2
9411-0000	Owed to Building-Picture Money	174,547.88-	143,927.50-	30,620.38-	21.3
9412-0000	Owed to Building-ACT Prep Program	410,393.54-	308,976.72-	101,416.82-	32.8
9413-0000	Owed to Building-Physical Education	319,461.66-	226,091.30-	93,370.36-	41.3
9414-0000	Owed to Building-Athletics	415,974.91-	427,179.86-	11,204.95	2.6-
9415-0000	Owed to Building-Yearbook	126,447.58-	125,131.62-	1,315.96-	1.1
9416-0000	Owed to Building-Year in Review Vid	3,300.15-	3,300.15-	0.00	
9417-0000	Owed to Building-Athletic Tournamen	283,793.91-	211,621.40-	72,172.51-	34.1
9418-0000	Owed to Building-Assignment Books	2,820.00-	2,820.00-	0.00	
9419-0000	Owed to Building-Other	346,876.44-	323,914.36-	22,962.08-	7.1
9420-0000	Owed to Building - Spec Olympics	4,499.41-	5,022.31-	522.90	10.4-
9421-0000	Owed to Building - Admin Mentoring	10,220.75-	10,220.75-	0.00	
9422-0000	Owed to Building - Corporate Sponso	29,315.78-	19,068.43-	10,247.35-	53.7
9423-0000	Owed to Building - Athletic Donation	87,208.86-	42,362.47-	44,846.39-	105.9
9424-0000	Owed To Building - Musical	169,902.24-	131,360.48-	38,541.76-	29.3
9425-0000	Owed to Building - Summer Camps	4,812.57-	5,046.57-	234.00	4.6-
9426-0000	Owed to Building - Library	95,610.04-	94,572.09-	1,037.95-	1.1
9428-0000	Owed to Building - Homeless	1,005.53-	410.29	1,415.82-	345.1-
9429-0000	Owed to Building - BPAC	360.64-	360.64-	0.00	
9430-0000	Owed to Building - Donations	88,195.59-	93,724.62-	5,529.03	5.9-
9434-0000	Owed to Buildings-Basketball	3,539.90-	4,758.55-	1,218.65	25.6-
9437-0000	Owed to Buildings-Softball	250.00-	250.00-	0.00	
9440-0000	Owed to Building-Grants	3,670.80-	0.00	3,670.80-	
9460-0000	Other Payables	2,767,207.76	2,516,012.71	251,195.05	10.0
9461-0000	Credit Card Payable	482.96-	482.96-	0.00	
9462-0000	Owed to Building-Print Shop	207.25-	0.00	207.25-	
9463-0000	Summer Camp-Bowling	.30-	.30-	0.00	
9464-0000	Summer Camp-Girls Basketball	2,523.56-	1,068.07-	1,455.49-	136.3
9465-0000	Summer Camp-Boys Basketball	6,614.35-	4,039.62-	2,574.73-	63.7
9466-0000	Summer Camp-Coed Tennis	5,958.75-	3,025.94-	2,932.81-	96.9
9467-0000	Summer Camp-Football	1,482.57-	962.38-	520.19-	54.1
9468-0000	Summer Camp-Coed Volleyball	822.59-	60.16-	762.43-	1267.3
9469-0000	Summer Camp-Coed Wrestling	4,197.15-	1,503.24-	2,693.91-	179.2
9470-0000	Summer Camp-Boys Baseball	9,437.88-	2,033.24-	7,404.64-	364.2
9471-0000	Summer Camp-Girls Softball	1,019.40-	223.56-	795.84-	356.0
9472-0000	Sports Camp-Elementary	586.57-	586.57-	0.00	
9473-0000	Summer Camp-Coed Soccer	822.39-	1,540.44-	718.05	46.6-

Balance Sheet

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Company 10 - Educational Fund
Balance Sheet
For Period 8 Ending February 28, 2022

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Fiscal Year 2022

Consolidated		Educational Fund		Consolidated	
Account Nbr	Description	Current Year	Previous Year	Change	Percent
9400	Other Payables				
9474-0000	Summer Camp-Cheerleading	2,653.49-	74.40-	2,579.09-	3466.5
9475-0000	Custodial Services	169,202.79-	154,365.79-	14,837.00-	9.6
9477-0000	Summer Camp-Coed Basketball	138.40-	403.40-	265.00	65.7-
9478-0000	Summer Camp-Girls Soccer	54.21-	54.21-	0.00	
9479-0000	Summer Camp-Coed Cross Country	409.84-	748.72-	338.88	45.3-
9480-0000	Summer Camp-Boys Lacrosse	1,671.71-	375.43-	1,296.28-	345.3
9481-0000	Summer Camp-Girls Lacrosse	.29-	.29-	0.00	
9482-0000	Summer Camp-Dance Camp	5,562.10-	3,216.79-	2,345.31-	72.9
9483-0000	Summer Camp-Boys Soccer	13,178.01-	9,826.26-	3,351.75-	34.1
9484-0000	Summer Camp-Girls Golf	367.54-	367.54-	0.00	
9485-0000	Summer Camp-Boys Golf	2,852.00-	1,560.00-	1,292.00-	82.8
9486-0000	Summer Camp-Girls Volleyball	11,617.70-	11,147.39-	470.31-	4.2
9488-0000	Summer Camp-Marching Band	4,027.41-	6,127.96-	2,100.55	34.3-
9490-0000	Summer Camp-Coed Baseball	183.73-	58.73-	125.00-	212.8
9491-0000	Summer Camp-Coed Lacrosse	68.72	71.69	2.97-	4.1-
9492-0000	Summer Camp-Strength & Conditioning	9,136.24-	411.24-	8,725.00-	2121.6
9495-0000	Ed Services Donations	520.65-	520.65-	0.00	
9496-0000	FSL Events-Donations	71.56-	71.56-	0.00	
9497-0000	Coffee Shop	4,575.19-	4,575.19-	0.00	
9498-0000	Owed to Special Events	1,741.77-	1,741.77-	0.00	
9499-0000	Owed to Wellness	20,619.84-	13,757.00-	6,862.84-	49.9
	Total Other Payables	311,006.12-	76,882.89-	234,123.23-	304.5
	Total Liabilities	74,218,925.47-	69,705,211.84-	4,513,713.63-	6.5
FUNDBAL	Equity				
9900-0000	Fund Balance	58,464,986.75-	65,162,936.36-	6,697,949.61	10.3-
9950-0000	Current Year Net Change in Fund Balan	3,959,610.41	5,509,376.00-	9,468,986.41	171.9-
9998-0000	Error Suspense Payroll	3,711.44	0.00	3,711.44	
	Total Equity	54,501,664.90-	70,672,312.36-	16,170,647.46	22.9-
	Total Liabilities & Fund Equit	128,720,590.37-	140,377,524.20-	11,656,933.83	8.3-

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Company 11 - Health Insurance Fund
Balance Sheet
For Period 8 Ending February 28, 2022

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Fiscal Year 2022

Consolidated		Health Insurance Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	1,489,714.16	3,822,747.00	2,333,032.84-	61.0-
	Total Cash	1,489,714.16	3,822,747.00	2,333,032.84-	61.0-
	Total Current Assets	1,489,714.16	3,822,747.00	2,333,032.84-	61.0-
	Total Assets	1,489,714.16	3,822,747.00	2,333,032.84-	61.0-
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9011-0000	Accounts Payable	17,898.51-	0.00	17,898.51-	
	Total Current Liabilities	17,898.51-	0.00	17,898.51-	
9300	Payroll Deductions				
9322-0000	Employee Health Payable	1,167,514.19-	3,650,486.49-	2,482,972.30	68.0-
9323-0000	Employee Dental Payable	298,272.44-	125,611.64-	172,660.80-	137.5
9324-0000	Employee Vision Payable	6,029.02-	46,648.87-	40,619.85	87.1-
	Total Payroll Deductions	1,471,815.65-	3,822,747.00-	2,350,931.35	61.5-
	Total Liabilities	1,489,714.16-	3,822,747.00-	2,333,032.84	61.0-
	Total Liabilities & Fund Equity	1,489,714.16-	3,822,747.00-	2,333,032.84	61.0-

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Company 14 - Grant Fund
Balance Sheet
For Period 8 Ending February 28, 2022

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Fiscal Year 2022

Consolidated		Grant Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	2,140,902.06	1,811,320.94	329,581.12	18.2
	Total Cash	2,140,902.06	1,811,320.94	329,581.12	18.2
	Total Current Assets	2,140,902.06	1,811,320.94	329,581.12	18.2
	Total Assets	2,140,902.06	1,811,320.94	329,581.12	18.2
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9011-0000	Accounts Payable	22,675.83-	88,797.05-	66,121.22	74.5-
9023-0000	Accrued Accounts Payable (Auditor A	12,929.07-	0.00	12,929.07-	
	Total Current Liabilities	35,604.90-	88,797.05-	53,192.15	59.9-
9300	Payroll Deductions				
9330-0000	TRS	34,862.00-	0.00	34,862.00-	
	Total Payroll Deductions	34,862.00-	0.00	34,862.00-	
	Total Liabilities	70,466.90-	88,797.05-	18,330.15	20.6-
FUNDBAL	Equity				
9900-0000	Fund Balance	972,536.58-	1,523,879.46-	551,342.88	36.2-
9950-0000	Current Year Net Change in Fund Balan	1,097,898.58-	198,644.43-	899,254.15-	452.7
	Total Equity	2,070,435.16-	1,722,523.89-	347,911.27-	20.2
	Total Liabilities & Fund Equit	2,140,902.06-	1,811,320.94-	329,581.12-	18.2

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Company 19 - Covid 19 Fund
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Fiscal Year 2022

Consolidated		Covid 19 Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	2,297,987.82-	3,702,242.94-	1,404,255.12	37.9-
	Total Cash	2,297,987.82-	3,702,242.94-	1,404,255.12	37.9-
	Total Current Assets	2,297,987.82-	3,702,242.94-	1,404,255.12	37.9-
	Total Assets	2,297,987.82-	3,702,242.94-	1,404,255.12	37.9-
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9011-0000	Accounts Payable	16,112.82-	35,853.21-	19,740.39	55.1-
	Total Current Liabilities	16,112.82-	35,853.21-	19,740.39	55.1-
9300	Payroll Deductions				
9320-0000	Employee Disability/Life Payable	1,032.98-	0.00	1,032.98-	
9321-0000	FSA	7,520.81-	0.00	7,520.81-	
9325-0000	Health Savings Account (HSA)	6,750.00-	0.00	6,750.00-	
	Total Payroll Deductions	15,303.79-	0.00	15,303.79-	
	Total Liabilities	31,416.61-	35,853.21-	4,436.60	12.4-
FUNDBAL	Equity				
9900-0000	Fund Balance	1,800,962.11	451,573.12	1,349,388.99	298.8
9950-0000	Current Year Net Change in Fund Balan	528,442.32	3,286,523.03	2,758,080.71-	83.9-
	Total Equity	2,329,404.43	3,738,096.15	1,408,691.72-	37.7-
	Total Liabilities & Fund Equit	2,297,987.82	3,702,242.94	1,404,255.12-	37.9-

Balance Sheet

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Company 20 - Operations & Maintenance Fund USD
Balance Sheet
For Period 8 Ending February 28, 2022

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Fiscal Year 2022

Consolidated		Operations & Maintenance Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS					
Assets					
CURASSETS					
Current Assets					
8000	Cash				
8010-0000	Cash	8,308,721.85	2,557,537.46	5,751,184.39	224.9
	Total Cash	8,308,721.85	2,557,537.46	5,751,184.39	224.9
RECEIVABLES					
Receivables					
8100	110-122				
8110-0000	Interest Receivable	210.00	5,495.00	5,285.00-	96.2-
8191-0000	CPPRT Receivable	0.00	257,148.00	257,148.00-	100.0-
8192-0000	Property Taxes Receivable	10,818,990.00	13,929,100.00	3,110,110.00-	22.3-
	Total 110-122	10,819,200.00	14,191,743.00	3,372,543.00-	23.8-
8400	Other Current Assets				
8486-0000	Invoice Tolerance	.01	0.00	.01	
	Total Other Current Assets	.01	0.00	.01	
	Total Receivables	10,819,200.01	14,191,743.00	3,372,542.99-	23.8-
	Total Current Assets	19,127,921.86	16,749,280.46	2,378,641.40	14.2
	Total Assets	19,127,921.86	16,749,280.46	2,378,641.40	14.2
LIABFBAL					
Liabilities & Fund Equity					
LIABILITIES					
Liabilities					
9000	Current Liabilities				
9011-0000	Accounts Payable	371,876.09-	56,085.32-	315,790.77-	563.1
9021-0000	Accrued Payroll	277,832.00-	283,495.00-	5,663.00	2.0-
9022-0000	Deferred Revenue	10,819,104.00-	12,276,691.00-	1,457,587.00	11.9-
9023-0000	Accrued Accounts Payable (Auditor A	339,269.05-	401,532.12-	62,263.07	15.5-
	Total Current Liabilities	11,808,081.14-	13,017,803.44-	1,209,722.30	9.3-
9300	Payroll Deductions				
9320-0000	Employee Disability/Life Payable	10,366.30-	10,920.58-	554.28	5.1-
9321-0000	FSA	7,282.95-	6,351.16-	931.79-	14.7
	Total Payroll Deductions	17,649.25-	17,271.74-	377.51-	2.2
9400	Other Payables				
9410-0000	Owed to Building-Vending	440.83-	440.83-	0.00	
9460-0000	Other Payables	441.00	441.00	0.00	
	Total Other Payables	.17	.17	0.00	

Balance Sheet

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Company 20 - Operations & Maintenance Fund USD
Balance Sheet
For Period 8 Ending February 28, 2022

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Fiscal Year 2022

Consolidated		Operations & Maintenance Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
	Total Liabilities	11,825,730.22-	13,035,075.01-	1,209,344.79	9.3-
FUNDBAL	Equity				
9900-0000	Fund Balance	7,413,716.31-	3,096,540.66-	4,317,175.65-	139.4
9950-0000	Current Year Net Change in Fund Balan	111,524.67	617,664.79-	729,189.46	118.1-
	Total Equity	7,302,191.64-	3,714,205.45-	3,587,986.19-	96.6
	Total Liabilities & Fund Equit	19,127,921.86-	16,749,280.46-	2,378,641.40-	14.2

Balance Sheet

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Company 30 - Bond & Interest Fund
Balance Sheet
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Fiscal Year 2022

Consolidated		Bond & Interest Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	192,007.07	713,513.25	521,506.18-	73.1-
	Total Cash	192,007.07	713,513.25	521,506.18-	73.1-
RECEIVABLES	Receivables				
8100	110-122				
8110-0000	Interest Receivable	239.00	5,883.00	5,644.00-	95.9-
8192-0000	Property Taxes Receivable	13,230,506.00	15,114,523.00	1,884,017.00-	12.5-
	Total 110-122	13,230,745.00	15,120,406.00	1,889,661.00-	12.5-
	Total Receivables	13,230,745.00	15,120,406.00	1,889,661.00-	12.5-
	Total Current Assets	13,422,752.07	15,833,919.25	2,411,167.18-	15.2-
	Total Assets	13,422,752.07	15,833,919.25	2,411,167.18-	15.2-
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9022-0000	Deferred Revenue	13,230,636.00-	13,323,409.00-	92,773.00	.7-
	Total Current Liabilities	13,230,636.00-	13,323,409.00-	92,773.00	.7-
	Total Liabilities	13,230,636.00-	13,323,409.00-	92,773.00	.7-
FUNDBAL	Equity				
9900-0000	Fund Balance	9,766,299.50-	9,357,803.83-	408,495.67-	4.4
9950-0000	Current Year Net Change in Fund Balan	9,574,183.43	6,847,293.58	2,726,889.85	39.8
	Total Equity	192,116.07-	2,510,510.25-	2,318,394.18	92.3-
	Total Liabilities & Fund Equit	13,422,752.07-	15,833,919.25-	2,411,167.18	15.2-

Balance Sheet

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Company 40 - Transportation Fund
Balance Sheet
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Fiscal Year 2022

Consolidated		Transportation Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS					
Assets					
CURASSETS					
Current Assets					
8000	Cash				
8010-0000	Cash	6,753,383.48	5,495,240.91	1,258,142.57	22.9
	Total Cash	6,753,383.48	5,495,240.91	1,258,142.57	22.9
RECEIVABLES					
Receivables					
8100	110-122				
8110-0000	Interest Receivable	154.00	1,486.00	1,332.00-	89.6-
8190-0000	Grants Receivable	2,117,528.00	1,979,466.00	138,062.00	7.0
8192-0000	Property Taxes Receivable	4,163,589.00	4,571,905.00	408,316.00-	8.9-
	Total 110-122	6,281,271.00	6,552,857.00	271,586.00-	4.1-
	Total Receivables	6,281,271.00	6,552,857.00	271,586.00-	4.1-
	Total Current Assets	13,034,654.48	12,048,097.91	986,556.57	8.2
	Total Assets	13,034,654.48	12,048,097.91	986,556.57	8.2
LIABFBAL					
Liabilities & Fund Equity					
LIABILITIES					
Liabilities					
9000					
Current Liabilities					
9011-0000	Accounts Payable	16,075.53-	52,342.43-	36,266.90	69.3-
9021-0000	Accrued Payroll	1,565.00-	1,510.00-	55.00-	3.6
9022-0000	Deferred Revenue	4,163,673.00-	4,029,111.00-	134,562.00-	3.3
9023-0000	Accrued Accounts Payable (Auditor A	72,173.49-	51,422.28-	20,751.21-	40.4
	Total Current Liabilities	4,253,487.02-	4,134,385.71-	119,101.31-	2.9
9300	Payroll Deductions				
9320-0000	Employee Disability/Life Payable	152.37-	150.66-	1.71-	1.1
9325-0000	Health Savings Account (HSA)	1,750.00-	0.00	1,750.00-	
	Total Payroll Deductions	1,902.37-	150.66-	1,751.71-	1162.7
	Total Liabilities	4,255,389.39-	4,134,536.37-	120,853.02-	2.9
FUNDBAL					
Equity					
9900-0000	Fund Balance	7,566,594.77-	4,215,416.84-	3,351,177.93-	79.5
9950-0000	Current Year Net Change in Fund Balan	1,212,670.32-	3,698,144.70-	2,485,474.38	67.2-
	Total Equity	8,779,265.09-	7,913,561.54-	865,703.55-	10.9
	Total Liabilities & Fund Equit	13,034,654.48-	12,048,097.91-	986,556.57-	8.2

Balance Sheet

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Company 40 - Transportation Fund
Balance Sheet
For Period 8 Ending February 28, 2022

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Fiscal Year 2022

Consolidated

Transportation Fund

Consolidated

Account Nbr Description

Current Year

Previous Year

Change Percent

=====

Balance Sheet

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Company 50 - Municipal Retirement Fund
Balance Sheet
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Fiscal Year 2022

Consolidated		Municipal Retirement Fund	Consolidated	Change	Percent
Account Nbr	Description	Current Year	Previous Year		
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	4,021,541.82	3,887,727.08	133,814.74	3.4
	Total Cash	4,021,541.82	3,887,727.08	133,814.74	3.4
RECEIVABLES	Receivables				
8100	110-122				
8110-0000	Interest Receivable	147.00	4,372.00	4,225.00-	96.6-
8192-0000	Property Taxes Receivable	2,840,025.00	3,097,793.00	257,768.00-	8.3-
	Total 110-122	2,840,172.00	3,102,165.00	261,993.00-	8.4-
	Total Receivables	2,840,172.00	3,102,165.00	261,993.00-	8.4-
	Total Current Assets	6,861,713.82	6,989,892.08	128,178.26-	1.8-
	Total Assets	6,861,713.82	6,989,892.08	128,178.26-	1.8-
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9022-0000	Deferred Revenue	2,840,105.00-	2,731,911.00-	108,194.00-	4.0
	Total Current Liabilities	2,840,105.00-	2,731,911.00-	108,194.00-	4.0
	Total Liabilities	2,840,105.00-	2,731,911.00-	108,194.00-	4.0
FUNDBAL	Equity				
9900-0000	Fund Balance	4,598,639.56-	4,564,156.80-	34,482.76-	.8
9950-0000	Current Year Net Change in Fund Balan	577,030.74	306,331.29	270,699.45	88.4
9999-0000	Error Suspense	0.00	155.57-	155.57	100.0-
	Total Equity	4,021,608.82-	4,257,981.08-	236,372.26	5.6-
	Total Liabilities & Fund Equit	6,861,713.82-	6,989,892.08-	128,178.26	1.8-

Balance Sheet

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Company 51 - Social Security/Medicare Fund USD
Balance Sheet
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Fiscal Year 2022

Consolidated		Social Security/Medicare Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	710,994.38	1,144,474.23	433,479.85-	37.9-
	Total Cash	710,994.38	1,144,474.23	433,479.85-	37.9-
	Total Current Assets	710,994.38	1,144,474.23	433,479.85-	37.9-
	Total Assets	710,994.38	1,144,474.23	433,479.85-	37.9-
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9300	Payroll Deductions				
9304-0000	FICA Payable	17,063.90-	16,590.97-	472.93-	2.9
9305-0000	Medicare Only Payable	8,119.37-	8,351.19-	231.82	2.8-
	Total Payroll Deductions	25,183.27-	24,942.16-	241.11-	1.0
	Total Liabilities	25,183.27-	24,942.16-	241.11-	1.0
FUNDBAL	Equity				
9900-0000	Fund Balance	1,179,400.18-	1,196,677.45-	17,277.27	1.4-
9950-0000	Current Year Net Change in Fund Balan	493,589.07	77,145.38	416,443.69	539.8
	Total Equity	685,811.11-	1,119,532.07-	433,720.96	38.7-
	Total Liabilities & Fund Equit	710,994.38-	1,144,474.23-	433,479.85	37.9-

Balance Sheet

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Company 60 - Site & Construction Fund
Balance Sheet
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Fiscal Year 2022

Consolidated		Site & Construction Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS					
Assets					
CURASSETS					
Current Assets					
8000	Cash				
8010-0000	Cash	13,472,098.94	16,793,536.48	3,321,437.54-	19.8-
	Total Cash	13,472,098.94	16,793,536.48	3,321,437.54-	19.8-
RECEIVABLES					
Receivables					
8100	110-122				
8110-0000	Interest Receivable	1,153.00	13,872.00	12,719.00-	91.7-
	Total 110-122	1,153.00	13,872.00	12,719.00-	91.7-
	Total Receivables	1,153.00	13,872.00	12,719.00-	91.7-
	Total Current Assets	13,473,251.94	16,807,408.48	3,334,156.54-	19.8-
	Total Assets	13,473,251.94	16,807,408.48	3,334,156.54-	19.8-
LIABFBAL					
Liabilities & Fund Equity					
LIABILITIES					
Liabilities					
9000	Current Liabilities				
9011-0000	Accounts Payable	470,435.00-	0.00	470,435.00-	
9014-0000	Construction Contracts Payable	670,396.00-	246,807.00-	423,589.00-	171.6
9022-0000	Deferred Revenue	625.00-	12,671.00-	12,046.00	95.1-
9023-0000	Accrued Accounts Payable (Auditor A	984,339.74-	656,947.74-	327,392.00-	49.8
	Total Current Liabilities	2,125,795.74-	916,425.74-	1,209,370.00-	132.0
	Total Liabilities	2,125,795.74-	916,425.74-	1,209,370.00-	132.0
FUNDBAL					
Equity					
9900-0000	Fund Balance	27,762,093.88-	6,731,334.17-	21,030,759.71-	312.4
9950-0000	Current Year Net Change in Fund Balan	16,414,637.68	9,159,648.57-	25,574,286.25	279.2-
	Total Equity	11,347,456.20-	15,890,982.74-	4,543,526.54	28.6-
	Total Liabilities & Fund Equit	13,473,251.94-	16,807,408.48-	3,334,156.54	19.8-

Balance Sheet

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Company 61 - Impact Fees Fund
Balance Sheet
For Period 8 Ending February 28, 2022

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Fiscal Year 2022

Consolidated		Impact Fees Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	15,126,897.95	14,719,407.92	407,490.03	2.8
	Total Cash	15,126,897.95	14,719,407.92	407,490.03	2.8
	Total Current Assets	15,126,897.95	14,719,407.92	407,490.03	2.8
	Total Assets	15,126,897.95	14,719,407.92	407,490.03	2.8
LIABFBAL	Liabilities & Fund Equity				
FUNDBAL	Equity				
9900-0000	Fund Balance	14,599,459.03-	14,374,780.01-	224,679.02-	1.6
9950-0000	Current Year Net Change in Fund Balan	527,438.92-	344,627.91-	182,811.01-	53.0
	Total Equity	15,126,897.95-	14,719,407.92-	407,490.03-	2.8
	Total Liabilities & Fund Equit	15,126,897.95-	14,719,407.92-	407,490.03-	2.8

Balance Sheet

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Company 70 - Working Capital Fund
Balance Sheet
For Period 8 Ending February 28, 2022

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Fiscal Year 2022

Consolidated		Working Capital Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	38,971,813.35	38,909,679.90	62,133.45	.2
	Total Cash	38,971,813.35	38,909,679.90	62,133.45	.2
RECEIVABLES	Receivables				
8100	110-122				
8110-0000	Interest Receivable	952.00	30,245.00	29,293.00-	96.9-
8192-0000	Property Taxes Receivable	1,909.00	3,577.00	1,668.00-	46.6-
	Total 110-122	2,861.00	33,822.00	30,961.00-	91.5-
	Total Receivables	2,861.00	33,822.00	30,961.00-	91.5-
	Total Current Assets	38,974,674.35	38,943,501.90	31,172.45	.1
	Total Assets	38,974,674.35	38,943,501.90	31,172.45	.1
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9022-0000	Deferred Revenue	2,425.00-	30,875.00-	28,450.00	92.1-
	Total Current Liabilities	2,425.00-	30,875.00-	28,450.00	92.1-
	Total Liabilities	2,425.00-	30,875.00-	28,450.00	92.1-
FUNDBAL	Equity				
9900-0000	Fund Balance	38,930,397.83-	38,873,728.91-	56,668.92-	.1
9950-0000	Current Year Net Change in Fund Balan	41,851.52-	38,897.99-	2,953.53-	7.6
	Total Equity	38,972,249.35-	38,912,626.90-	59,622.45-	.2
	Total Liabilities & Fund Equit	38,974,674.35-	38,943,501.90-	31,172.45-	.1

Balance Sheet

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Company 80 - Tort Immunity Fund
Balance Sheet
For Period 8 Ending February 28, 2022

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Fiscal Year 2022

Consolidated		Tort Immunity Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	404,731.91-	266,558.69-	138,173.22-	51.8
	Total Cash	404,731.91-	266,558.69-	138,173.22-	51.8
RECEIVABLES	Receivables				
8100	110-122				
8110-0000	Interest Receivable	18.00	505.00	487.00-	96.4-
8192-0000	Property Taxes Receivable	956,208.00	1,042,421.00	86,213.00-	8.3-
	Total 110-122	956,226.00	1,042,926.00	86,700.00-	8.3-
	Total Receivables	956,226.00	1,042,926.00	86,700.00-	8.3-
	Total Current Assets	551,494.09	776,367.31	224,873.22-	29.0-
	Total Assets	551,494.09	776,367.31	224,873.22-	29.0-
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9022-0000	Deferred Revenue	956,216.00-	919,055.00-	37,161.00-	4.0
	Total Current Liabilities	956,216.00-	919,055.00-	37,161.00-	4.0
	Total Liabilities	956,216.00-	919,055.00-	37,161.00-	4.0
FUNDBAL	Equity				
9900-0000	Fund Balance	735,243.61-	773,409.07-	38,165.46	4.9-
9950-0000	Current Year Net Change in Fund Balan	1,139,965.52	916,096.76	223,868.76	24.4
	Total Equity	404,721.91	142,687.69	262,034.22	183.6
	Total Liabilities & Fund Equit	551,494.09-	776,367.31-	224,873.22	29.0-

Income Statement

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Company 10 - Educational Fund
Income Statement
For Period 8 Through 8 Ending February 28, 2022

USD

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Fiscal Year 2022 Budget

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Consolidated

Educational Fund

Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE							
LOCAL							
	Revenue from Local Sources						
1111-0000	CUR YR General Levy	0.00	0.00	0.00	1,430,344.27	58,937,290.00	2.43
1112-0000	First PR YR General Levy	1,077,712.19	0.00	0.00	56,529,406.78	57,243,584.00	98.75
1113-0000	Other PR YR General Levies	0.00	0.00	0.00	135,185.71	359,237.00	37.63
1141-0000	CUR YR Special Education Levy	0.00	0.00	0.00	393,186.27	15,984,014.00	2.46
1142-0000	First PR YR Special Education	0.00	0.00	0.00	14,689,219.85	15,717,100.00	93.46
1231-0000	Corporate Personal Property Re	0.00	0.00	0.00	630,125.00	630,125.00	100.00
1311-0000	Tuition from Pupils or Parents	0.00	0.00	0.00	10,650.00	20,000.00	53.25
1312-0000	Tuition from Other LEAs	0.00	0.00	0.00	0.00	4,500.00	0.00
1321-0000	Summer School Tuition from Pup	0.00	0.00	0.00	0.00	617.00	0.00
1342-0000	Special Education Tuition from	0.00	0.00	0.00	0.00	13,229.00	0.00
1511-0000	Interest on Investments	15,549.58	0.00	0.00	9,916.10	99,000.00	10.02
1611-0000	Sales to Pupils - Lunch	348.42	0.00	0.00	12,281.54	25,000.00	49.13
1613-0000	Sales to Pupils - A La Carte	8,718.45	0.00	0.00	29,238.52	0.00	0.00
1726-0000	Musical Instrument Rental	0.00	0.00	0.00	25.00	419.00	5.97
1727-0000	Athletic Fees	14,430.54	0.00	0.00	215,339.13	421,000.00	51.15
1728-0000	Driver Education Behind the Wh	4,635.75	0.00	0.00	34,132.01	46,686.00	73.11
1729-0000	Flex PE Fees	2,005.00	0.00	0.00	16,330.00	13,722.00	119.01
1792-0000	Music Special Events	677.00	0.00	0.00	969.87	4,861.00	19.95
1811-0000	Regular Textbook Rental	17,503.18	0.00	0.00	190,169.97	200,000.00	95.08
1812-0000	Summer School Textbook Rental	481.37	0.00	0.00	8,778.76	5,135.00	170.96
1819-0000	Other Textbook Rental	396.40	0.00	0.00	9,701.31	732.00	1325.32
1892-0000	Heart Rate Monitors Fee	150.00	0.00	0.00	2,028.05	222.00	913.54
1898-0000	Merchant Processing Fee	1,230.43	0.00	0.00	17,281.51	36,000.00	48.00
1921-0000	Contributions & Donations from	0.00	0.00	0.00	0.00	24,601.00	0.00
1923-0000	Homeless Donations	0.00	0.00	0.00	0.00	387.00	0.00
1941-0000	Technology E-Rate Revenue	0.00	0.00	0.00	66,160.66	0.00	0.00
1951-0000	Refund of PR YRs' Expenditure	5,120.57	0.00	0.00	171,487.61	470,000.00	36.49
1990-0000	P-Card Inadvertent	0.00	0.00	0.00	1,288.15	1,500.00	85.88
1991-0000	Payment from Other LEAs	288.40	0.00	0.00	120,259.74	200,000.00	60.13
1995-0000	SEARS EDA	314,198.19	0.00	0.00	947,756.67	0.00	0.00
1998-0000	Other Revenue-Athletics	128.02	0.00	0.00	1,653.33	80.00	2066.66
1999-0000	Other Revenue-General	143,759.52	0.00	0.00	443,289.78	600,000.00	73.88
	Total Revenue from Local Sourc	947,837.47	0.00	0.00	75,845,834.17	150,340,567.00	50.45
STATE							
	Revenue from State Sources						
3001-0000	Evidence Based Funding (EBF)	5,480,918.00	0.00	0.00	38,366,117.00	60,287,826.00	63.64
3100-0000	Special Ed-Pvt Facility Tuitio	0.00	0.00	0.00	2,447,807.28	3,142,162.00	77.90
3120-0000	Special Ed-Orphanage Individua	0.00	0.00	0.00	412,620.55	527,038.00	78.29
3130-0000	Special Ed-Orphanage Summer	0.00	0.00	0.00	15,513.00	13,083.00	118.57
3360-0000	State Free Lunch & Breakfast	8,022.16	0.00	0.00	126,637.78	0.00	0.00
3370-0000	Driver Education	0.00	0.00	0.00	59,095.80	76,608.00	77.14
3696-0000	Safe School Grant	0.00	0.00	0.00	42,467.00	41,426.00	102.51
3999-0000	ALOP ROE Revenue	0.00	0.00	0.00	1,011,148.10	1,715,151.00	58.95
	Total Revenue from State Sourc	5,488,940.16	0.00	0.00	42,481,406.51	65,803,294.00	64.56
FEDERAL							
	Revenue from Federal Sources						

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FEDERAL							
Revenue from Federal Sources							
4210-0000	National School Lunch Program	0.00	0.00	0.00	4,490,772.25	0.00	0.00
4220-0000	School Breakfast Program	0.00	0.00	0.00	902,644.12	0.00	0.00
4225-0000	Summer Food Program	0.00	0.00	0.00	241,164.45	7,237,829.00	3.33
4226-0000	Child & Adult Food Care Progr	0.00	0.00	0.00	114,815.64	0.00	0.00
4240-0000	Fresh Fruit and Veg. Program	2,822.83	0.00	0.00	12,110.33	27,357.00	44.27
4625-0000	Special Ed-IDEA Room & Board	88,931.60	0.00	0.00	300,449.62	795,992.00	37.75
4950-0000	Dept of Rehab Svcs	4,300.00	0.00	0.00	31,650.00	28,000.00	113.04
4991-0000	Medicaid Admin Outreach	0.00	0.00	0.00	872,159.85	700,000.00	124.59
4992-0000	Medicaid FFS	267,549.67	0.00	0.00	1,145,218.23	2,300,000.00	49.79
Total Revenue from Federal Sou		363,604.10	0.00	0.00	8,110,984.49	11,089,178.00	73.14
Total Revenue		6,800,381.73	0.00	0.00	126,438,225.17	227,233,039.00	55.64
EXPENSE							
Expense							
100 Salaries							
111-0000	Certified Administrator	784,747.12	0.00	0.00	7,208,660.74	10,998,680.00	65.54
112-0000	Certified Directors/Supervisors	327,186.91	0.00	0.00	2,843,160.25	4,094,787.00	69.43
113-0000	Certified Teachers	7,133,744.00	0.00	0.00	50,084,117.44	95,137,152.00	52.64
114-0000	Other Certified	914,328.22	0.00	0.00	6,361,356.63	12,624,209.00	50.39
115-0000	Non-Certified Supervision/Head	198,108.60	0.00	0.00	1,841,045.87	2,656,931.00	69.29
116-0000	Non-Certified Sec/Spec	521,073.62	0.00	0.00	4,587,002.84	7,055,481.00	65.01
117-0000	Non-Certified Paras/Custodial	795,473.29	0.00	0.00	5,329,022.19	8,578,253.00	62.12
118-0000	Other Non-Certified	92,985.19	0.00	0.00	671,657.18	938,653.00	71.56
119-0000	Other	112,354.76	0.00	0.00	835,368.44	1,273,496.00	65.60
121-0000	Substitute-Teacher	255,643.05	0.00	0.00	1,357,584.64	1,454,250.00	93.35
122-0000	Substitute-Paraprofessionals	10,760.00	0.00	0.00	66,710.00	200,000.00	33.36
123-0000	Substitute-Conferences	8,645.00	0.00	0.00	38,580.00	312,350.00	12.35
125-0000	Substitute-Other Non-Certified	0.00	0.00	0.00	642.90	0.00	0.00
132-0000	1.5 Overtime	11,317.23	0.00	0.00	120,273.35	93,294.00	128.92
133-0000	2.0 Overtime	226.13	0.00	0.00	1,028.25	3,800.00	27.06
134-0000	Subs-Conferences/Prof Develop	6,825.00	0.00	0.00	12,040.00	0.00	0.00
135-0000	Long Term Certified Subs	86,595.00	0.00	0.00	481,295.00	815,000.00	59.05
138-0000	Subs-Grants	1,060.00	0.00	0.00	1,465.00	0.00	0.00
143-0000	Overload	0.00	0.00	0.00	140,463.34	300,000.00	46.82
148-0000	Extra Pay-Non-Certified	12,726.69	0.00	0.00	201,220.75	102,975.00	195.41
149-0000	Extra Pay-Certified	79,713.70	0.00	0.00	3,075,973.58	4,409,499.00	69.76
161-0000	Mileage Stipend	13,523.48	0.00	0.00	119,397.22	173,620.00	68.77
Total Salaries		11,367,036.99	0.00	0.00	85,378,065.61	151,222,430.00	56.46
200 Employee Benefits							
211-0000	Teachers Retirement (TRS)	584,619.09	0.00	0.00	4,339,448.18	7,746,626.00	56.02
212-0000	Municipal Retirement (IMRF)	0.00	0.00	0.00	9,507.13	119,567.00	7.95
215-0000	One-Time TRS Early Retirement	407.27	0.00	0.00	121,667.68	50,000.00	243.34

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200	Employee Benefits						
218-0000	THIS Fund Employer Contributio	77,957.65	0.00	0.00	602,557.61	1,095,873.00	54.98
221-0000	Life Insurance	6,401.66	0.00	0.00	52,299.96	87,097.00	60.05
222-0000	Medical Insurance	1,731,423.86	0.00	0.00	10,511,459.01	20,459,827.00	51.38
223-0000	Dental Insurance	96,309.31	0.00	0.00	582,887.77	1,063,117.00	54.83
224-0000	Vision Insurance	18,960.48	0.00	0.00	114,675.43	237,815.00	48.21
225-0000	Disability Insurance	1,649.24	0.00	0.00	15,387.37	21,416.00	71.85
226-0000	HRA/HSA Board Contributions	100.00	0.00	0.00	1,267,396.50	1,200,000.00	105.62
231-0000	Certified Tuition Reimbursemen	0.00	0.00	0.00	59,573.10	100,000.00	59.57
232-0000	DESA Tuition Reimbursement	258.00	0.00	0.00	946.00	2,000.00	47.30
234-0000	Non-Union Tuition Reimbursemen	0.00	0.00	0.00	0.00	2,000.00	0.00
235-0000	Admin Tuition Reimbursement	2,100.00	0.00	0.00	11,032.68	50,000.00	22.07
236-0000	Admin Relocation Reimbursement	0.00	0.00	0.00	0.00	3,000.00	0.00
	Total Employee Benefits	2,520,186.56	0.00	0.00	17,688,838.42	32,238,381.00	54.87
300	Purchased Services						
311-0000	Professional Services-Administ	5,415.00	0.00	0.00	85,654.97	703,113.00	12.18
312-0000	Staff Development-On Site	200.00	0.00	0.00	2,657.72	59,935.00	4.43
313-0000	Staff Development	3,991.68	0.00	0.00	20,427.05	208,832.00	9.78
314-0000	Professional Services-Instruct	10,160.05	0.00	0.00	57,432.74	564,842.00	10.17
315-0000	Food-Contracted	4,376.06	0.00	0.00	65,713.78	123,815.00	53.07
316-0000	Charter School Payment	2,276,640.62	0.00	0.00	6,229,720.29	8,102,852.00	76.88
317-0000	Audit/Financial Services	0.00	0.00	0.00	48,200.00	58,000.00	83.10
318-0000	Legal Services	5,486.58	0.00	0.00	286,439.21	350,000.00	81.84
319-0000	Other Professional & Technical	179,379.44	0.00	0.00	1,492,570.92	2,674,915.00	55.80
321-0000	Sanitation Services	0.00	0.00	0.00	0.00	1,000.00	0.00
323-0000	Repair & Maintenance	14,208.91	0.00	0.00	212,386.61	402,595.00	52.75
325-0000	Rentals	20,102.73	0.00	0.00	84,670.35	231,680.00	36.55
327-0000	Computer Maintenance	0.00	0.00	0.00	8.99	732.00	1.23
329-0000	Other Property Services	0.00	0.00	0.00	1,000.00	0.00	0.00
331-0000	Pupil Transportation-General	0.00	0.00	0.00	1,482.63	0.00	0.00
333-0000	District Travel	31,236.30	0.00	0.00	66,470.38	286,530.00	23.20
334-0000	Professional Meetings	744.00	0.00	0.00	2,566.92	35,979.00	7.13
336-0000	Pupil Transportation-Field Tri	0.00	0.00	0.00	951.16	26,988.00	3.52
338-0000	Pupil Transportation - Athleti	289.35	0.00	0.00	657.79	0.00	0.00
339-0000	Other Transportation Services	139.21	0.00	0.00	465.76	6,259.00	7.44
341-0000	Postage & Shipping Charges	213.09	0.00	0.00	26,585.68	56,185.00	47.32
342-0000	Telephone-Local	20,111.24	0.00	0.00	154,656.46	195,249.00	79.21
346-0000	Telephone - WAN and Internet	29,841.28	0.00	0.00	234,489.38	302,637.00	77.48
347-0000	Telephone-Cellular	14,499.90	0.00	0.00	224,004.49	110,902.00	201.98
351-0000	Recruiting	4,281.00	0.00	0.00	26,629.28	14,300.00	186.22
352-0000	Legal Notices	282.90	0.00	0.00	5,660.40	25,500.00	22.20
353-0000	License & Registration	0.00	0.00	0.00	1,743.00	0.00	0.00
361-0000	Printing & Binding	0.00	0.00	0.00	32,251.17	84,543.00	38.15
385-0000	Unemployment Insurance	0.00	0.00	0.00	9,290.98	35,000.00	26.55
390-0000	Officials-Tournaments	0.00	0.00	0.00	52.00	0.00	0.00
391-0000	Officials-IHSA Sponsored	20,131.00	0.00	0.00	123,092.57	169,313.00	72.70

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300	Purchased Services						
392-0000	License & Registrations	176.00	0.00	0.00	636.00	2,400.00	26.50
395-0000	Management Fees	667,619.39	0.00	0.00	4,453,234.46	5,400,000.00	82.47
397-0000	Software Licensing	79,782.35	0.00	0.00	2,847,449.79	3,233,571.00	88.06
398-0000	Banking/Credit Card Fees	5,094.81	0.00	0.00	51,562.77	141,100.00	36.54
	Total Purchased Services	3,393,576.71	0.00	0.00	16,850,815.70	23,608,767.00	71.38
400	Supplies & Materials						
411-0000	Supplies-General	140,753.59	0.00	0.00	1,210,738.30	2,012,076.00	60.17
412-0000	Supplies-Testing Materials	0.00	0.00	0.00	0.00	237,900.00	0.00
415-0000	Supplies-Computer	127.36	0.00	0.00	26,025.25	33,815.00	76.96
416-0000	Supplies-Athletic Fields	0.00	0.00	0.00	6,635.24	0.00	0.00
417-0000	Supplies-Uniform	2,964.99	0.00	0.00	83,329.65	87,850.00	94.85
421-0000	Textbooks- Approved Standard	19,632.48	0.00	0.00	286,503.61	2,200.00	0.00
	Large Percent of Budget			0.00			13022.89
422-0000	Textbooks-Consumables	0.00	0.00	0.00	2,821.80	10,616.00	26.58
423-0000	Textbooks-Rebinds	0.00	0.00	0.00	786.75	0.00	0.00
424-0000	Textbooks-Suppl/Innovation Mat	0.00	0.00	0.00	63,296.89	15,200.00	416.43
425-0000	Textbooks-Approved Standard El	0.00	0.00	0.00	28,718.33	1,648,919.00	1.74
426-0000	Textbooks-Electronic Supplemen	0.00	0.00	0.00	299.97	0.00	0.00
431-0000	Library Books	5,771.59	0.00	0.00	141,321.86	95,400.00	148.14
441-0000	Periodicals	4,894.04	0.00	0.00	24,088.93	30,950.00	77.83
464-0000	Gasoline	4,313.73	0.00	0.00	4,408.09	6,700.00	65.79
471-0000	System Software	0.00	0.00	0.00	4,077.94	105,701.00	3.86
472-0000	Instructional Software	0.00	0.00	0.00	10,664.94	80,393.00	13.27
481-0000	Equipment < \$500	4,353.65	0.00	0.00	91,601.70	75,764.00	120.90
482-0000	Parts-Transportation	0.00	0.00	0.00	1,138.76	2,800.00	40.67
484-0000	Computer Related Equip < \$500	2,273.18	0.00	0.00	131,301.29	118,150.00	111.13
491-0000	Mat & Sup-Shipping	0.00	0.00	0.00	0.00	2,642.00	0.00
	Total Supplies & Materials	185,084.61	0.00	0.00	2,108,943.12	4,567,076.00	46.18
500	Capital Outlay						
541-0000	Equipment	0.00	0.00	0.00	184,997.67	88,559.00	208.90
545-0000	Computer Equipment > \$500	0.00	0.00	0.00	2,112.96	0.00	0.00
546-0000	Software	0.00	0.00	0.00	0.00	40,000.00	0.00
547-0000	Network Equipment > \$500	0.00	0.00	0.00	18,936.04	0.00	0.00
	Total Capital Outlay	0.00	0.00	0.00	206,046.67	128,559.00	160.27
600	Other Objects						
641-0000	Dues & Fees	15,951.96	0.00	0.00	180,800.30	251,812.00	71.80
671-0000	Private Facility Tuition	680,327.64	0.00	0.00	5,319,029.19	9,409,670.00	56.53
672-0000	Room and Board	33,019.34	0.00	0.00	221,563.08	601,981.00	36.81
673-0000	General Tuition	22,500.00	0.00	0.00	259,571.13	565,900.00	45.87
691-0000	Miscellaneous Objects	1,498.25	0.00	0.00	5,924.09	90,735.00	6.53

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600	Other Objects						
	Total Other Objects	753,297.19	0.00	0.00	5,986,887.79	10,920,098.00	54.82
700	Transfers						
702-0000	Transfer Principal	0.00	0.00	0.00	1,390,800.73	1,390,801.00	100.00
	Total Transfers	0.00	0.00	0.00	1,390,800.73	1,390,801.00	100.00
900	System Accounts						
750	Capital Outlay - Capitalized						
751-0000	Equipment < \$5000	25,661.40	0.00	0.00	196,022.48	709,918.00	27.61
755-0000	Computer Equipment < \$5000	12,424.72	0.00	0.00	511,840.25	2,246,649.00	22.78
757-0000	Network Equipment < \$5000	60,534.81	0.00	0.00	79,574.81	148,270.00	53.67
	Total Capital Outlay - Capita	98,620.93	0.00	0.00	787,437.54	3,104,837.00	25.36
	Total System Accounts	98,620.93	0.00	0.00	787,437.54	3,104,837.00	25.36
	Total Expense	18,317,802.99	0.00	0.00	130,397,835.58	227,180,949.00	57.40
	Total Net Change in Fund Balan	11,517,421.26-	0.00	0.00	3,959,610.41-	52,090.00	7601.48-

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REVENUE							
Revenue							
LOCAL							
Revenue from Local Sources							
1511-0000	Interest on Investments	60.81	0.00	0.00	1,111.67	3,800.00	29.25
1921-0000	Contributions & Donations from	0.00	0.00	0.00	0.00	8,000.00	0.00
1922-0000	Foundation Donations	0.00	0.00	0.00	0.00	11,000.00	0.00
1999-0000	Other Revenue-General	0.00	0.00	0.00	0.00	5,977.00	0.00
Total Revenue from Local Sourc		60.81	0.00	0.00	1,111.67	28,777.00	3.86
STATE							
Revenue from State Sources							
3220-0000	Voc Ed School Improvement	0.00	0.00	0.00	79,535.00	232,077.00	34.27
3275-0000	Voc Ed Elem Career	0.00	0.00	0.00	9,576.00	13,837.00	69.21
3621-0000	School Library	0.00	0.00	0.00	0.00	16,857.00	0.00
3622-0000	Family Literacy Grant	0.00	0.00	0.00	2,571.35	0.00	0.00
3705-0000	Early Childhood-State PreK	131,819.00	0.00	0.00	922,736.00	1,581,831.00	58.33
3706-0000	Early Childhood-Prevention	30,215.00	0.00	0.00	208,994.00	332,372.00	62.88
3707-0000	Early Childhood-PreSchool For	67,415.00	0.00	0.00	427,022.00	791,133.00	53.98
3992-0000	After School Program Grant	0.00	0.00	0.00	12,694.00	101,531.00	12.50
3997-0000	School STEAM Revenue	12,281.00	0.00	0.00	24,562.00	0.00	0.00
Total Revenue from State Sourc		241,730.00	0.00	0.00	1,687,690.35	3,069,638.00	54.98
FEDERAL							
Revenue from Federal Sources							
4300-0000	Title I-Low Income	207,336.00	0.00	0.00	1,934,723.00	2,740,479.00	70.60
4400-0000	Title IV-Safe & Drug Free Scho	0.00	0.00	0.00	190,402.00	192,747.00	98.78
4600-0000	Special Ed-Preschool Flow Thro	1,287.00	0.00	0.00	57,611.00	94,605.00	60.90
4620-0000	Special Ed-IDEA Flow Through	979,827.00	0.00	0.00	2,858,148.00	4,113,666.00	69.48
4745-0000	Perkins-III	0.00	0.00	0.00	18,212.00	118,689.00	15.34
4909-0000	LIPLEPS-III	12,126.00	0.00	0.00	169,138.00	300,560.00	56.27
4932-0000	Title II-Teacher Quality	14,857.00	0.00	0.00	519,902.00	477,577.00	108.86
4991-0000	Medicaid Admin Outreach	0.00	0.00	0.00	0.00	100,000.00	0.00
4994-0000	EC-Governor Emergency Ed Relie	0.00	0.00	0.00	88,192.00	0.00	0.00
4996-0000	Elementary & Secondary Relief	0.00	0.00	0.00	260.00	0.00	0.00
4998-0000	Other Federal Revenues	0.00	0.00	0.00	0.00	1,650,961.00	0.00
4999-0000	DO NOT USE FY22 EC Pre School	0.00	0.00	0.00	65,927.00	0.00	0.00
Total Revenue from Federal Sou		1,215,433.00	0.00	0.00	5,902,515.00	9,789,284.00	60.30
Total Revenue		1,457,223.81	0.00	0.00	7,591,317.02	12,887,699.00	58.90
EXPENSE							
Expense							
100							
Salaries							
112-0000	Certified Directors/Supervisors	0.00	0.00	0.00	15,470.18	141,870.00	10.90
113-0000	Certified Teachers	181,143.26	0.00	0.00	1,263,442.55	2,852,269.00	44.30
114-0000	Other Certified	9,151.88	0.00	0.00	81,716.54	912,036.00	8.96
116-0000	Non-Certified Sec/Spec	2,607.34	0.00	0.00	15,423.54	0.00	0.00

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Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
100	Salaries						
117-0000	Non-Certified Paras/Custodial	28,257.08	0.00	0.00	188,675.48	178,426.00	105.74
118-0000	Other Non-Certified	75,795.66	0.00	0.00	761,490.42	945,656.00	80.53
138-0000	Subs-Grants	5,685.00	0.00	0.00	55,032.19	0.00	0.00
148-0000	Extra Pay-Non-Certified	120.00	0.00	0.00	5,940.00	3,200.00	185.63
149-0000	Extra Pay-Certified	4,416.25	0.00	0.00	320,132.75	1,139,105.00	28.10
161-0000	Mileage Stipend	0.00	0.00	0.00	369.18	0.00	0.00
	Total Salaries	307,176.47	0.00	0.00	2,707,692.83	6,172,562.00	43.87
200	Employee Benefits						
211-0000	Teachers Retirement (TRS)	10,938.40	0.00	0.00	79,899.68	242,655.00	32.93
212-0000	Municipal Retirement (IMRF)	0.00	0.00	0.00	0.00	16,030.00	0.00
213-0000	Federal Insurance Contribution	0.00	0.00	0.00	0.00	69,893.00	0.00
214-0000	Medicare Only	0.00	0.00	0.00	0.00	39,516.00	0.00
217-0000	TRS Federal Contribution	35,469.42	0.00	0.00	317,703.11	290,622.00	109.32
218-0000	THIS Fund Employer Contributio	1,361.79	0.00	0.00	12,282.30	36,633.00	33.53
221-0000	Life Insurance	131.17	0.00	0.00	1,083.99	54,524.00	1.99
222-0000	Medical Insurance	47,520.20	0.00	0.00	314,131.03	496,200.00	63.31
223-0000	Dental Insurance	3,230.53	0.00	0.00	21,146.54	149,946.00	14.10
224-0000	Vision Insurance	642.11	0.00	0.00	4,189.50	54,524.00	7.68
225-0000	Disability Insurance	0.00	0.00	0.00	22.59	0.00	0.00
226-0000	HRA/HSA Board Contributions	0.00	0.00	0.00	10,948.75	0.00	0.00
	Total Employee Benefits	99,293.62	0.00	0.00	761,407.49	1,450,543.00	52.49
300	Purchased Services						
312-0000	Staff Development-On Site	0.00	0.00	0.00	66,900.00	0.00	0.00
313-0000	Staff Development	0.00	0.00	0.00	2,540.00	329,650.00	.77
314-0000	Professional Services-Instruct	518.35	0.00	0.00	1,901,705.84	120,457.00	1578.74
315-0000	Food-Contracted	0.00	0.00	0.00	7,575.92	0.00	0.00
319-0000	Other Professional & Technical	17,158.00	0.00	0.00	91,821.84	3,111,868.00	2.95
323-0000	Repair & Maintenance	305.00	0.00	0.00	515.00	3,000.00	17.17
325-0000	Rentals	0.00	0.00	0.00	1,111.60	0.00	0.00
331-0000	Pupil Transportation-General	100.96	0.00	0.00	14,080.04	81,258.00	17.33
333-0000	District Travel	6,386.86	0.00	0.00	11,621.35	0.00	0.00
334-0000	Professional Meetings	5,974.98	0.00	0.00	35,006.60	732,517.00	4.78
336-0000	Pupil Transportation-Field Tri	0.00	0.00	0.00	1,200.00	0.00	0.00
397-0000	Software Licensing	1,199.95	0.00	0.00	311,724.17	56,410.00	552.60
	Total Purchased Services	31,644.10	0.00	0.00	2,445,802.36	4,435,160.00	55.15
400	Supplies & Materials						
411-0000	Supplies-General	21,531.85	0.00	0.00	286,796.81	575,737.00	49.81
412-0000	Supplies-Testing Materials	0.00	0.00	0.00	875.60	0.00	0.00
415-0000	Supplies-Computer	337.00	0.00	0.00	4,543.72	0.00	0.00
422-0000	Textbooks-Consumables	2,499.00	0.00	0.00	14,373.78	0.00	0.00
424-0000	Textbooks-Suppl/Innovation Mat	0.00	0.00	0.00	2,874.50	0.00	0.00

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400	Supplies & Materials						
431-0000	Library Books	502.23	0.00	0.00	2,656.19	16,857.00	15.76
441-0000	Periodicals	0.00	0.00	0.00	625.00	0.00	0.00
472-0000	Instructional Software	0.00	0.00	0.00	1,800.00	0.00	0.00
481-0000	Equipment < \$500	1,026.51	0.00	0.00	50,300.03	0.00	0.00
484-0000	Computer Related Equip < \$500	0.00	0.00	0.00	8,578.10	0.00	0.00
	Total Supplies & Materials	25,896.59	0.00	0.00	373,423.73	592,594.00	63.02
500	Capital Outlay						
541-0000	Equipment	0.00	0.00	0.00	30,285.50	0.00	0.00
545-0000	Computer Equipment > \$500	0.00	0.00	0.00	0.00	68,135.00	0.00
	Total Capital Outlay	0.00	0.00	0.00	30,285.50	68,135.00	44.45
600	Other Objects						
641-0000	Dues & Fees	0.00	0.00	0.00	45,924.00	45,000.00	102.05
	Total Other Objects	0.00	0.00	0.00	45,924.00	45,000.00	102.05
900	System Accounts						
750	Capital Outlay - Capitalized						
751-0000	Equipment < \$5000	34,048.23	0.00	0.00	100,065.06	123,705.00	80.89
755-0000	Computer Equipment < \$5000	0.00	0.00	0.00	28,817.47	0.00	0.00
	Total Capital Outlay - Capita	34,048.23	0.00	0.00	128,882.53	123,705.00	104.19
	Total System Accounts	34,048.23	0.00	0.00	128,882.53	123,705.00	104.19
	Total Expense	498,059.01	0.00	0.00	6,493,418.44	12,887,699.00	50.38
	Total Net Change in Fund Balan	959,164.80	0.00	0.00	1,097,898.58	0.00	0.00

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Covid 19 Fund

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Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE							
STATE	Revenue from State Sources						
3998-0000	FEMA Public Assistance Progra	62,210.38	0.00	0.00	62,210.38	0.00	0.00
	Total Revenue from State Sourc	62,210.38	0.00	0.00	62,210.38	0.00	0.00
FEDERAL							
	Revenue from Federal Sources						
4942-0000	ESSER II	446,756.00	0.00	0.00	847,626.00	540,212.00	156.91
4943-0000	ESSER III	324,565.00	0.00	0.00	1,711,221.00	5,972,971.00	28.65
4995-0000	Digital Professional Learning	0.00	0.00	0.00	36,909.00	0.00	0.00
4996-0000	Elementary & Secondary Relief	0.00	0.00	0.00	1,020,351.00	0.00	0.00
4997-0000	ESSER I	0.00	0.00	0.00	142,575.00	48,497.00	293.99
	Total Revenue from Federal Sou	771,321.00	0.00	0.00	3,758,682.00	6,561,680.00	57.28
	Total Revenue	833,531.38	0.00	0.00	3,820,892.38	6,561,680.00	58.23
EXPENSE							
100	Expense						
	Salaries						
113-0000	Certified Teachers	194,642.56	0.00	0.00	1,248,508.48	1,660,308.00	75.20
114-0000	Other Certified	0.00	0.00	0.00	0.00	172,200.00	0.00
116-0000	Non-Certified Sec/Spec	27,075.36	0.00	0.00	98,146.29	0.00	0.00
117-0000	Non-Certified Paras/Custodial	2,473.81	0.00	0.00	12,824.56	496,499.00	2.58
118-0000	Other Non-Certified	24,193.79	0.00	0.00	59,071.78	0.00	0.00
119-0000	Other	0.00	0.00	0.00	572.08	0.00	0.00
132-0000	1.5 Overtime	1,004.72	0.00	0.00	10,659.02	0.00	0.00
143-0000	Overload	5,624.12	0.00	0.00	191,578.08	239,414.00	80.02
148-0000	Extra Pay-Non-Certified	3,333.98	0.00	0.00	28,890.37	0.00	0.00
149-0000	Extra Pay-Certified	52,527.50	0.00	0.00	321,550.75	992,744.00	32.39
	Total Salaries	310,875.84	0.00	0.00	1,971,801.41	3,561,165.00	55.37
200	Employee Benefits						
211-0000	Teachers Retirement (TRS)	10,718.88	0.00	0.00	72,678.87	282,786.00	25.70
212-0000	Municipal Retirement (IMRF)	0.00	0.00	0.00	0.00	43,817.00	0.00
213-0000	Federal Insurance Contribution	0.00	0.00	0.00	0.00	30,783.00	0.00
214-0000	Medicare Only	0.00	0.00	0.00	0.00	18,322.00	0.00
217-0000	TRS Federal Contribution	0.00	0.00	0.00	0.00	514,914.00	0.00
218-0000	THIS Fund Employer Contributio	1,604.00	0.00	0.00	11,628.00	21,184.00	54.89
221-0000	Life Insurance	118.83	0.00	0.00	704.57	7,343.00	9.60
222-0000	Medical Insurance	37,805.17	0.00	0.00	183,387.83	1,465,120.00	12.52
223-0000	Dental Insurance	1,444.70	0.00	0.00	7,781.85	20,194.00	38.54
224-0000	Vision Insurance	343.50	0.00	0.00	1,677.09	7,343.00	22.84
226-0000	HRA/HSA Board Contributions	0.00	0.00	0.00	6,750.00	0.00	0.00
	Total Employee Benefits	52,035.08	0.00	0.00	284,608.21	2,411,806.00	11.80
300	Purchased Services						

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300	Purchased Services						
319-0000	Other Professional & Technical	71,047.88	0.00	0.00	170,860.87	0.00	0.00
321-0000	Sanitation Services	735.00	0.00	0.00	9,670.00	0.00	0.00
325-0000	Rentals	15,356.18	0.00	0.00	1,086,534.67	92,200.00	1178.45
326-0000	Alarm System Services	0.00	0.00	0.00	3,040.00	0.00	0.00
331-0000	Pupil Transportation-General	7,989.22	0.00	0.00	42,631.04	0.00	0.00
334-0000	Professional Meetings	0.00	0.00	0.00	361.00	0.00	0.00
397-0000	Software Licensing	9,550.00	0.00	0.00	9,550.00	0.00	0.00
	Total Purchased Services	104,678.28	0.00	0.00	1,322,647.58	92,200.00	1434.54
400	Supplies & Materials						
411-0000	Supplies-General	63,684.23	0.00	0.00	457,464.65	342,677.00	133.50
415-0000	Supplies-Computer	0.00	0.00	0.00	1,481.81	0.00	0.00
	Total Supplies & Materials	63,684.23	0.00	0.00	458,946.46	342,677.00	133.93
900	System Accounts						
750	Capital Outlay - Capitalized						
751-0000	Equipment < \$5000	237,235.90	0.00	0.00	311,331.04	153,832.00	202.38
	Total Capital Outlay - Capita	237,235.90	0.00	0.00	311,331.04	153,832.00	202.38
	Total System Accounts	237,235.90	0.00	0.00	311,331.04	153,832.00	202.38
	Total Expense	768,509.33	0.00	0.00	4,349,334.70	6,561,680.00	66.28
	Total Net Change in Fund Balan	65,022.05	0.00	0.00	528,442.32-	0.00	0.00

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REVENUE							
LOCAL Revenue from Local Sources							
1111-0000	CUR YR General Levy	0.00	0.00	0.00	278,732.15	11,427,945.00	2.44
1112-0000	First PR YR General Levy	0.00	0.00	0.00	10,408,342.01	11,132,255.00	93.50
1231-0000	Corporate Personal Property Re	0.00	0.00	0.00	941,923.90	1,131,643.00	83.24
1390-0000	Transition Fees	36,396.80	0.00	0.00	156,106.70	340,051.00	45.91
1511-0000	Interest on Investments	236.99	0.00	0.00	10,133.16	8,600.00	117.83
1791-0000	Parking Permits	2,466.59	0.00	0.00	152,620.17	162,156.00	94.12
1910-0000	Building Rental	1,166.25	0.00	0.00	28,934.25	69,244.00	41.79
1951-0000	Refund of PR YRs' Expenditiure	0.00	0.00	0.00	307.50	1,613.00	19.06
1990-0000	P-Card Inadvertent	9.00	0.00	0.00	9.00	0.00	0.00
1997-0000	Revenue From Sale of Assets	42,060.85	0.00	0.00	187,510.75	89,796.00	208.82
1999-0000	Other Revenue-General	81,892.22	0.00	0.00	224,049.97	260,000.00	86.17
Total Revenue from Local Sourc		164,228.70	0.00	0.00	12,388,669.56	24,623,303.00	50.31
Total Revenue		164,228.70	0.00	0.00	12,388,669.56	24,623,303.00	50.31
EXPENSE							
100 Salaries							
115-0000	Non-Certified Supervision/Head	146,281.72	0.00	0.00	1,352,497.95	1,966,793.00	68.77
116-0000	Non-Certified Sec/Spec	3,764.40	0.00	0.00	33,600.11	49,126.00	68.40
117-0000	Non-Certified Paras/Custodial	443,419.14	0.00	0.00	4,049,047.78	6,375,813.00	63.51
119-0000	Other	16,418.21	0.00	0.00	148,901.26	211,164.00	70.51
132-0000	1.5 Overtime	15,988.30	0.00	0.00	140,548.52	196,383.00	71.57
133-0000	2.0 Overtime	1,887.50	0.00	0.00	22,170.70	29,250.00	75.80
161-0000	Mileage Stipend	415.40	0.00	0.00	3,738.40	7,200.00	51.92
Total Salaries		628,174.67	0.00	0.00	5,750,504.72	8,835,729.00	65.08
200 Employee Benefits							
221-0000	Life Insurance	253.95	0.00	0.00	2,597.87	4,083.00	63.63
222-0000	Medical Insurance	109,098.77	0.00	0.00	890,744.51	1,432,684.00	62.17
223-0000	Dental Insurance	6,016.97	0.00	0.00	50,347.68	78,520.00	64.12
224-0000	Vision Insurance	1,201.74	0.00	0.00	10,031.04	17,720.00	56.61
225-0000	Disability Insurance	36.02	0.00	0.00	340.12	485.00	70.13
Total Employee Benefits		116,607.45	0.00	0.00	954,061.22	1,533,492.00	62.21
300 Purchased Services							
312-0000	Staff Development-On Site	0.00	0.00	0.00	1,250.00	0.00	0.00
313-0000	Staff Development	0.00	0.00	0.00	0.00	5,000.00	0.00
315-0000	Food-Contracted	158.57	0.00	0.00	2,141.28	5,000.00	42.83
319-0000	Other Professional & Technical	182,375.58	0.00	0.00	529,319.63	1,283,250.00	41.25
321-0000	Sanitation Services	11,345.43	0.00	0.00	111,916.61	175,504.00	63.77
323-0000	Repair & Maintenance	33,391.21	0.00	0.00	283,569.94	417,200.00	67.97

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300	Purchased Services						
325-0000	Rentals	16,412.45	0.00	0.00	125,036.15	259,750.00	48.14
326-0000	Alarm System Services	3,720.00	0.00	0.00	56,270.62	100,000.00	56.27
333-0000	District Travel	28.08	0.00	0.00	325.68	0.00	0.00
347-0000	Telephone-Cellular	0.00	0.00	0.00	76.95	1,000.00	7.70
353-0000	License & Registration	0.00	0.00	0.00	0.00	50.00	0.00
363-0000	Repair & Maint-Equip Elec	15,310.70	0.00	0.00	18,610.20	40,500.00	45.95
364-0000	Repair & Maint-Finishing Matl	0.00	0.00	0.00	8,871.20	15,000.00	59.14
365-0000	Repair & Maint-Plumbing	682.56	0.00	0.00	47,880.96	70,000.00	68.40
366-0000	Repair & Maint-Roofing	2,200.55	0.00	0.00	42,411.16	76,000.00	55.80
367-0000	Repair & Maint-HVAC	17,131.17	0.00	0.00	193,555.49	357,000.00	54.22
368-0000	Repair & Maint-Snowplowing	289,898.00	0.00	0.00	289,898.00	600,000.00	48.32
371-0000	Water/Sewer Services	6,464.95	0.00	0.00	221,989.67	271,254.00	81.84
385-0000	Unemployment Insurance	0.00	0.00	0.00	460.00	7,000.00	6.57
392-0000	License & Registrations	616.00	0.00	0.00	1,569.00	1,500.00	104.60
397-0000	Software Licensing	63,151.59	0.00	0.00	94,430.49	91,000.00	103.77
	Total Purchased Services	642,886.84	0.00	0.00	2,029,583.03	3,776,008.00	53.75
400	Supplies & Materials						
411-0000	Supplies-General	46,434.14	0.00	0.00	383,702.89	885,178.00	43.35
415-0000	Supplies-Computer	0.00	0.00	0.00	997.74	1,000.00	99.77
416-0000	Supplies-Athletic Fields	551.20	0.00	0.00	19,319.57	41,500.00	46.55
417-0000	Supplies-Uniform	2,687.85	0.00	0.00	13,050.82	43,000.00	30.35
418-0000	Supplies-B&G Schools	0.00	0.00	0.00	0.00	70,000.00	0.00
464-0000	Gasoline	47,965.23	0.00	0.00	51,279.19	37,000.00	138.59
465-0000	Natural Gas	62,405.68	0.00	0.00	175,750.86	508,294.00	34.58
466-0000	Electricity	465,511.26	0.00	0.00	2,122,671.81	3,246,211.00	65.39
481-0000	Equipment < \$500	365.94	0.00	0.00	22,469.82	29,000.00	77.48
482-0000	Parts-Transportation	1,134.92	0.00	0.00	7,728.67	17,000.00	45.46
485-0000	Supplies - Air Filters	0.00	0.00	0.00	21,463.35	52,100.00	41.20
486-0000	Supplies - Mop Heads Towels Ma	4,118.36	0.00	0.00	98,252.74	32,900.00	298.64
493-0000	Supplies-Equip Elec	7,138.83	0.00	0.00	47,176.85	190,000.00	24.83
494-0000	Supplies-Finishing Matl	21,397.48	0.00	0.00	133,682.61	253,500.00	52.73
495-0000	Supplies-Plumbing	1,102.48	0.00	0.00	43,743.66	74,000.00	59.11
496-0000	Supplies-Roofing	0.00	0.00	0.00	0.00	12,000.00	0.00
497-0000	Supplies-HVAC	31,701.50	0.00	0.00	178,307.62	300,000.00	59.44
498-0000	Supplies-Bagged Salt	0.00	0.00	0.00	18,979.22	30,000.00	63.26
499-0000	Supplies-Bulk Salt	0.00	0.00	0.00	0.00	45,000.00	0.00
	Total Supplies & Materials	692,514.87	0.00	0.00	3,338,577.42	5,867,683.00	56.90
500	Capital Outlay						
521-0000	Buildings	3,641.90	0.00	0.00	140,131.52	300,000.00	46.71
531-0000	Improvements Other than Buildi	60,000.00	0.00	0.00	92,392.43	0.00	0.00
533-0000	Improvements Other than Buildi	0.00	0.00	0.00	3,900.00	0.00	0.00
541-0000	Equipment	22,816.12	0.00	0.00	84,178.97	470,100.00	17.91
545-0000	Computer Equipment > \$500	0.00	0.00	0.00	6,355.43	45,000.00	14.12

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Company 20 - Operations & Maintenance Fund USD
Income Statement
For Period 8 Through 8 Ending February 28, 2022

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Consolidated

Operations & Maintenance Fund Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
500	Capital Outlay						
	Total Capital Outlay	86,458.02	0.00	0.00	326,958.35	815,100.00	40.11
600	Other Objects						
641-0000	Dues & Fees	0.00	0.00	0.00	1,218.00	9,000.00	13.53
	Total Other Objects	0.00	0.00	0.00	1,218.00	9,000.00	13.53
700	Transfers						
701-0000	Transfer Interest	0.00	0.00	0.00	0.00	818,178.00	0.00
702-0000	Transfer Principal	0.00	0.00	0.00	0.00	1,735,000.00	0.00
	Total Transfers	0.00	0.00	0.00	0.00	2,553,178.00	0.00
900	System Accounts						
750	Capital Outlay - Capitalized						
751-0000	Equipment < \$5000	3,507.24	0.00	0.00	99,291.49	243,644.00	40.75
755-0000	Computer Equipment < \$5000	0.00	0.00	0.00	0.00	1,000.00	0.00
	Total Capital Outlay - Capita	3,507.24	0.00	0.00	99,291.49	244,644.00	40.59
	Total System Accounts	3,507.24	0.00	0.00	99,291.49	244,644.00	40.59
	Total Expense	2,170,149.09	0.00	0.00	12,500,194.23	23,634,834.00	52.89
	Total Net Change in Fund Balan	2,005,920.39-	0.00	0.00	111,524.67-	988,469.00	11.28-

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Company 30 - Bond & Interest Fund USD
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For Period 8 Through 8 Ending February 28, 2022

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Fiscal Year 2022 Budget 99

Consolidated

Bond & Interest Fund

Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE							
Revenue							
LOCAL							
Revenue from Local Sources							
1111-0000	CUR YR General Levy	0.00	0.00	0.00	341,005.84	13,386,616.00	2.55
1112-0000	First PR YR General Levy	0.00	0.00	0.00	12,707,338.18	13,463,299.00	94.39
1511-0000	Interest on Investments	77.16	0.00	0.00	920.41	16,500.00	5.58
1999-0000	Other Revenue-General	5,750.00	0.00	0.00	5,991.25	0.00	0.00
Total Revenue from Local Sourc		5,827.16	0.00	0.00	13,055,255.68	26,866,415.00	48.59
Total Revenue		5,827.16	0.00	0.00	13,055,255.68	26,866,415.00	48.59
EXPENSE							
Expense							
300							
Purchased Services							
319-0000	Other Professional & Technical	550.00	0.00	0.00	6,650.00	18,000.00	36.94
Total Purchased Services		550.00	0.00	0.00	6,650.00	18,000.00	36.94
600							
Other Objects							
611-0000	Redemption of Principle	0.00	0.00	0.00	5,126,781.65	3,391,782.00	151.15
612-0000	Lease Purchase-Principle	0.00	0.00	0.00	0.00	3,125,801.00	0.00
621-0000	Interest	0.00	0.00	0.00	18,886,808.19	24,659,466.00	76.59
Total Other Objects		0.00	0.00	0.00	24,013,589.84	31,177,049.00	77.02
700							
Transfers							
701-0000	Transfer Interest	0.00	0.00	0.00	0.00	818,178.00-	0.00
702-0000	Transfer Principal	0.00	0.00	0.00	1,390,800.73-	3,125,801.00-	44.49
Total Transfers		0.00	0.00	0.00	1,390,800.73-	3,943,979.00-	35.26
Total Expense		550.00	0.00	0.00	22,629,439.11	27,251,070.00	83.04
Total Net Change in Fund Balan		5,277.16	0.00	0.00	9,574,183.43-	384,655.00-	2489.03

Income Statement

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Company 40 - Transportation Fund USD
Income Statement
For Period 8 Through 8 Ending February 28, 2022

Fiscal Year 2022 Budget

Consolidated

Transportation Fund

Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE							
LOCAL Revenue from Local Sources							
1111-0000	CUR YR General Levy	0.00	0.00	0.00	107,143.63	4,395,846.00	2.44
1112-0000	First PR YR General Levy	0.00	0.00	0.00	4,002,816.33	4,280,982.00	93.50
1231-0000	Corporate Personal Property Re	0.00	0.00	0.00	0.00	366,709.00	0.00
1511-0000	Interest on Investments	190.36	0.00	0.00	8,543.85	7,300.00	117.04
1994-0000	Field Trips	11,224.67	0.00	0.00	86,682.26	186,000.00	46.60
	Total Revenue from Local Sourc	11,415.03	0.00	0.00	4,205,186.07	9,236,837.00	45.53
STATE Revenue from State Sources							
3500-0000	Transportation-Regular	0.00	0.00	0.00	2,654,356.23	3,480,103.00	76.27
3510-0000	Transportation-Special Ed	0.00	0.00	0.00	4,072,893.72	5,085,163.00	80.09
	Total Revenue from State Sourc	0.00	0.00	0.00	6,727,249.95	8,565,266.00	78.54
	Total Revenue	11,415.03	0.00	0.00	10,932,436.02	17,802,103.00	61.41
EXPENSE							
100 Expense Salaries							
115-0000	Non-Certified Supervision/Head	7,296.28	0.00	0.00	65,651.98	94,838.00	69.23
116-0000	Non-Certified Sec/Spec	3,232.60	0.00	0.00	29,020.71	42,186.00	68.79
132-0000	1.5 Overtime	0.00	0.00	0.00	53.04	100.00	53.04
148-0000	Extra Pay-Non-Certified	296.64	0.00	0.00	1,400.85	1,300.00	107.76
149-0000	Extra Pay-Certified	43,437.50	0.00	0.00	257,133.75	315,000.00	81.63
161-0000	Mileage Stipend	184.62	0.00	0.00	1,661.52	2,400.00	69.23
	Total Salaries	54,447.64	0.00	0.00	354,921.85	455,824.00	77.86
200 Employee Benefits							
211-0000	Teachers Retirement (TRS)	253.01	0.00	0.00	1,519.54	1,003.00	151.50
218-0000	THIS Fund Employer Contributio	287.60	0.00	0.00	1,701.98	1,750.00	97.26
221-0000	Life Insurance	14.98	0.00	0.00	141.04	217.00	65.00
222-0000	Medical Insurance	1,891.82	0.00	0.00	10,542.48	6,281.00	167.85
223-0000	Dental Insurance	150.28	0.00	0.00	1,202.24	1,400.00	85.87
224-0000	Vision Insurance	26.16	0.00	0.00	209.28	249.00	84.05
225-0000	Disability Insurance	10.20	0.00	0.00	96.41	139.00	69.36
226-0000	HRA/HSA Board Contributions	0.00	0.00	0.00	1,750.00	0.00	0.00
	Total Employee Benefits	2,634.05	0.00	0.00	17,162.97	11,039.00	155.48
300 Purchased Services							
315-0000	Food-Contracted	0.00	0.00	0.00	4,132.74	0.00	0.00
319-0000	Other Professional & Technical	0.00	0.00	0.00	0.00	6,057.00	0.00
321-0000	Sanitation Services	3,725.39	0.00	0.00	10,169.67	23,585.00	43.12
323-0000	Repair & Maintenance	855.00	0.00	0.00	16,085.08	35,836.00	44.89

Income Statement

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Company 40 - Transportation Fund USD
Income Statement
For Period 8 Through 8 Ending February 28, 2022

Fiscal Year 2022 Budget

Consolidated

Transportation Fund

Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
300	Purchased Services						
325-0000	Rentals	1,751.12	0.00	0.00	12,257.84	32,891.00	37.27
331-0000	Pupil Transportation-General	97,737.15	0.00	0.00	763,809.46	1,123,380.00	67.99
333-0000	District Travel	1,023.65	0.00	0.00	2,551.94	10,600.00	24.07
334-0000	Professional Meetings	0.00	0.00	0.00	0.00	615.00	0.00
336-0000	Pupil Transportation-Field Tri	63,416.81	0.00	0.00	198,497.69	384,293.00	51.65
341-0000	Postage & Shipping Charges	0.00	0.00	0.00	0.00	5,181.00	0.00
346-0000	Telephone - WAN and Internet	0.00	0.00	0.00	0.00	425.00	0.00
347-0000	Telephone-Cellular	60.54	0.00	0.00	484.98	772.00	62.82
353-0000	License & Registration	0.00	0.00	0.00	333.25	724.00	46.03
361-0000	Printing & Binding	0.00	0.00	0.00	8,062.93	8,950.00	90.09
371-0000	Water/Sewer Services	330.46	0.00	0.00	3,529.69	6,023.00	58.60
389-0000	Insurance-Fire-Theft-All Other	0.00	0.00	0.00	52,800.00	52,800.00	100.00
392-0000	License & Registrations	107.00	0.00	0.00	359.00	1,263.00	28.42
394-0000	Managment Fees-Transportation	1,388,478.01	0.00	0.00	7,679,476.31	14,541,782.00	52.81
	Total Purchased Services	1,557,485.13	0.00	0.00	8,752,550.58	16,235,177.00	53.91
400	Supplies & Materials						
411-0000	Supplies-General	85.88	0.00	0.00	6,301.01	11,435.00	55.10
462-0000	Oil	4,888.20	0.00	0.00	17,741.92	57,305.00	30.96
464-0000	Gasoline	3,711.00	0.00	0.00	504,843.77	966,137.00	52.25
465-0000	Natural Gas	1,341.12	0.00	0.00	4,680.39	11,943.00	39.19
482-0000	Parts-Transportation	7,581.69	0.00	0.00	13,371.04	9,607.00	139.18
	Total Supplies & Materials	17,607.89	0.00	0.00	546,938.13	1,056,427.00	51.77
500	Capital Outlay						
521-0000	Buildings	0.00	0.00	0.00	37,680.67	0.00	0.00
531-0000	Improvements Other than Buildi	0.00	0.00	0.00	10,511.50	0.00	0.00
541-0000	Equipment	0.00	0.00	0.00	0.00	43,636.00	0.00
	Total Capital Outlay	0.00	0.00	0.00	48,192.17	43,636.00	110.44
	Total Expense	1,632,174.71	0.00	0.00	9,719,765.70	17,802,103.00	54.60
	Total Net Change in Fund Balan	1,620,759.68-	0.00	0.00	1,212,670.32	0.00	0.00

Income Statement

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Company 50 - Municipal Retirement Fund USD
Income Statement
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Consolidated

Municipal Retirement Fund

Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE							
Revenue							
LOCAL Revenue from Local Sources							
1111-0000	CUR YR General Levy	0.00	0.00	0.00	34,404.26	1,381,330.00	2.49
1112-0000	First PR YR General Levy	0.00	0.00	0.00	1,285,320.24	1,345,355.00	95.54
1511-0000	Interest on Investments	114.22	0.00	0.00	4,447.67	5,800.00	76.68
Total Revenue from Local Sourc		114.22	0.00	0.00	1,324,172.17	2,732,485.00	48.46
Total Revenue		114.22	0.00	0.00	1,324,172.17	2,732,485.00	48.46
EXPENSE							
Expense							
200 Employee Benefits							
212-0000	Municipal Retirement (IMRF)	211,939.25	0.00	0.00	1,901,202.91	2,648,437.00	71.79
Total Employee Benefits		211,939.25	0.00	0.00	1,901,202.91	2,648,437.00	71.79
Total Expense		211,939.25	0.00	0.00	1,901,202.91	2,648,437.00	71.79
Total Net Change in Fund Balan		211,825.03-	0.00	0.00	577,030.74-	84,048.00	686.55-

Income Statement

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Company 51 - Social Security/Medicare Fund USD
Income Statement
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Consolidated

Social Security/Medicare Fund Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE							
Revenue							
LOCAL Revenue from Local Sources							
1151-0000	CUR YR Soc Sec/Medicare Levy	0.00	0.00	0.00	39,319.16	1,616,469.00	2.43
1152-0000	First PR YR Soc Sec/Medicare L	0.00	0.00	0.00	1,468,926.48	1,574,231.00	93.31
1231-0000	Corporate Personal Property Re	0.00	0.00	0.00	500,000.00	500,000.00	100.00
1511-0000	Interest on Investments	20.19	0.00	0.00	1,417.44	1,600.00	88.59
	Total Revenue from Local Sourc	20.19	0.00	0.00	2,009,663.08	3,692,300.00	54.43
	Total Revenue	20.19	0.00	0.00	2,009,663.08	3,692,300.00	54.43
EXPENSE							
Expense							
200 Employee Benefits							
213-0000	Federal Insurance Contribution	146,711.24	0.00	0.00	1,198,164.98	1,882,769.00	63.64
214-0000	Medicare Only	169,646.45	0.00	0.00	1,305,087.17	2,304,448.00	56.63
	Total Employee Benefits	316,357.69	0.00	0.00	2,503,252.15	4,187,217.00	59.78
	Total Expense	316,357.69	0.00	0.00	2,503,252.15	4,187,217.00	59.78
	Total Net Change in Fund Balan	316,337.50-	0.00	0.00	493,589.07-	494,917.00-	99.73

Income Statement

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Company 60 - Site & Construction Fund USD
Income Statement
For Period 8 Through 8 Ending February 28, 2022

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Consolidated

Site & Construction Fund

Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE							
LOCAL	Revenue from Local Sources						
1511-0000	Interest on Investments	25,117.35-	0.00	0.00	71,810.51-	90,000.00	79.79-
1960-0000	Surplus from TIF Funds	0.00	0.00	0.00	42,598.04	0.00	0.00
	Total Revenue from Local Sourc	25,117.35-	0.00	0.00	29,212.47-	90,000.00	32.46-
	Total Revenue	25,117.35-	0.00	0.00	29,212.47-	90,000.00	32.46-
EXPENSE							
500	Capital Outlay						
521-0000	Buildings	2,134,844.69	0.00	0.00	16,385,425.21	23,637,664.00	69.32
	Total Capital Outlay	2,134,844.69	0.00	0.00	16,385,425.21	23,637,664.00	69.32
	Total Expense	2,134,844.69	0.00	0.00	16,385,425.21	23,637,664.00	69.32
	Total Net Change in Fund Balan	2,159,962.04-	0.00	0.00	16,414,637.68-	23,547,664.00-	69.71

Income Statement

GL293 Date 03/18/22
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Company 61 - Impact Fees Fund USD
Income Statement
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Fiscal Year 2022 Budget

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Consolidated

Impact Fees Fund

Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE							
Revenue							
LOCAL Revenue from Local Sources							
1511-0000	Interest on Investments	429.65	0.00	0.00	15,077.17	20,000.00	75.39
1931-0000	Impact Fees-East Dundee/West D	0.00	0.00	0.00	5,904.00	175,398.00	3.37
1937-0000	Impact Fees-Hampshire	0.00	0.00	0.00	1,346.51	23,167.00	5.81
1938-0000	Impact Fees-Gilberts	157,388.25	0.00	0.00	157,388.25	0.00	0.00
1939-0000	Impact Fees-Algonquin/Carpente	17,240.00	0.00	0.00	17,240.00	200,000.00	8.62
1941-0000	Technology E-Rate Revenue	0.00	0.00	0.00	330,482.99	101,435.00	325.81
	Total Revenue from Local Sourc	175,057.90	0.00	0.00	527,438.92	520,000.00	101.43
	Total Revenue	175,057.90	0.00	0.00	527,438.92	520,000.00	101.43
EXPENSE							
Expense							
	Total Net Change in Fund Balan	175,057.90	0.00	0.00	527,438.92	520,000.00	101.43

Income Statement

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Company 70 - Working Capital Fund USD
Income Statement
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Consolidated

Working Capital Fund

Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE							
Revenue							
LOCAL Revenue from Local Sources							
1111-0000	CUR YR General Levy	0.00	0.00	0.00	50.25	2,019.00	2.49
1112-0000	First PR YR General Levy	0.00	0.00	0.00	1,877.03	1,967.00	95.43
1511-0000	Interest on Investments	1,106.91	0.00	0.00	39,924.24	53,000.00	75.33
Total Revenue from Local Sourc		1,106.91	0.00	0.00	41,851.52	56,986.00	73.44
Total Revenue		1,106.91	0.00	0.00	41,851.52	56,986.00	73.44
EXPENSE							
Expense							
Total Net Change in Fund Balan		1,106.91	0.00	0.00	41,851.52	56,986.00	73.44

Income Statement

GL293 Date 03/18/22
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Company 80 - Tort Immunity Fund USD
Income Statement
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Fiscal Year 2022 Budget

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Consolidated

Tort Immunity Fund

Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE							
Revenue							
LOCAL Revenue from Local Sources							
1121-0000	CUR YR Tort Immunity Levy	0.00	0.00	0.00	942,656.71	1,010,234.00	93.31
1122-0000	First PR YR Tort Immunity Levy	0.00	0.00	0.00	0.00	983,909.00	0.00
1511-0000	Interest on Investments	0.00	0.00	0.00	6.77	200.00	3.39
Total Revenue from Local Sourc		0.00	0.00	0.00	942,663.48	1,994,343.00	47.27
Total Revenue		0.00	0.00	0.00	942,663.48	1,994,343.00	47.27
EXPENSE							
Expense							
300 Purchased Services							
382-0000	Fidelity Bond Premiums	2,970.00	0.00	0.00	5,120.00	19,688.00	26.01
383-0000	Worker's Compensation Insuranc	0.00	0.00	0.00	1,123,224.00	1,123,221.00	100.00
389-0000	Insurance-Fire-Theft-All Other	0.00	0.00	0.00	954,285.00	954,285.00	100.00
Total Purchased Services		2,970.00	0.00	0.00	2,082,629.00	2,097,194.00	99.31
Total Expense		2,970.00	0.00	0.00	2,082,629.00	2,097,194.00	99.31
Total Net Change in Fund Balan		2,970.00-	0.00	0.00	1,139,965.52-	102,851.00-1108.37	

Pcard Statement
Posting Date
March 2022

Posting Date	Merchant	Transaction Amount	Comments
2/10/2022	814 Bowlero 8003425263	30.00	STUDENT
2/24/2022	Aah Sherman Gift Shop	29.99	STAFF
2/11/2022	Adobe 800-833-6687	29.99	STAFF
2/7/2022	Adobe Inc	9.99	STAFF
2/16/2022	Aldi 40038	13.27	FACS
2/10/2022	American 0012404532013	223.21	TRAVEL
2/10/2022	American 0012404532014	223.21	TRAVEL
2/10/2022	American 0012404532015	223.21	TRAVEL
2/10/2022	American 0012404532016	223.21	TRAVEL
2/10/2022	American 0012404532017	223.21	TRAVEL
2/10/2022	American 0012404532018	223.21	TRAVEL
2/10/2022	American 0012404532019	223.21	TRAVEL
2/10/2022	American 0012404532020	223.21	TRAVEL
2/23/2022	Anderson Lock Co	298.00	BG
2/14/2022	Around The Corner Cand	66.60	STUDENT
2/28/2022	Around The Corner Cand	10.00	STUDENT
3/3/2022	Ascd	89.00	STAFF
2/21/2022	Ath 6001	130.91	STUDENT
2/21/2022	Ath 6001	68.94	STUDENT
2/21/2022	Ath 6001	29.98	STUDENT
2/21/2022	Ath 6001	66.83	STUDENT
2/21/2022	Ath 6001	87.53	STUDENT
2/21/2022	Ath 6001	19.99	STUDENT
2/21/2022	Ath 6001	32.97	STUDENT
2/9/2022	Att Bill Payment	3219.68	AP BOARD APPROVED
2/11/2022	Att Bus Phone Pmt	12718.69	AP BOARD APPROVED
2/7/2022	Autozone # 2549	38.97	BG
2/28/2022	Barnes & Noble #3407	25.48	STAFF
3/3/2022	Batteries Plus #0280	72.00	STUDENT
2/14/2022	Batteries Plus #0456	31.32	BG
2/23/2022	Batteries Plus #0456	152.80	BUILDING
2/14/2022	Bed Bath & Beyond #190	134.56	STAFF
2/25/2022	Bed Bath & Beyond #190	46.76	STAFF
2/17/2022	Berlands Inc	379.92	BG
2/25/2022	Best Buy Mht 00011692	108.95	STAFF
2/7/2022	Biaggis Bloomington	420.06	STUDENT
2/24/2022	Blockj Fresh Market	32.43	FACS
3/2/2022	Brunchcafehuntley	580.00	STAFF
2/10/2022	Buck Bros Inc	25.52	BUILDING
2/11/2022	Buona Beef 20 Olo	78.79	STAFF
2/14/2022	Burger King #10234 Q07	11.73	STUDENT
2/10/2022	Butera Fruit Market	120.55	FACS
2/17/2022	Butera Fruit Market	15.80	STUDENT

2/21/2022	Bww 3327 Savoy	86.10	STUDENT
2/7/2022	Bww 3752 Normal	641.68	STUDENT
2/21/2022	Campus Center Llc	3.00	STUDENT
2/14/2022	Cascade Mountain E Com	86.50	STUDENT
2/14/2022	Cascade Mountain E Com	86.50	STUDENT
2/14/2022	Cascade Mountain E Com	370.00	STUDENT
2/14/2022	Cascade Mountain E Com	374.00	STUDENT
2/14/2022	Cascade Mountain E Com	370.00	STUDENT
2/14/2022	Cascade Mountain E Com	370.00	STUDENT
2/14/2022	Cascade Mountain E Com	370.00	STUDENT
2/14/2022	Cascade Mountain E Com	370.00	STUDENT
2/14/2022	Cascade Mountain E Com	370.00	STUDENT
2/21/2022	Champaign Le Peep	104.70	STUDENT
2/16/2022	Cheryl&co	163.96	STAFF
2/7/2022	Chicago Sun-Times Adv	1085.00	STAFF
3/2/2022	Chick-Fil-A #04756	145.00	STUDENT
2/23/2022	Chipotle Online	67.45	STAFF
2/21/2022	Churros Y Chocolate -	300.00	STAFF
2/21/2022	Circle K 00070	68.36	TRAVEL
3/1/2022	Clb Il Paralegal Assoc	50.00	STAFF
2/21/2022	Cnp Emerils Conc 1	22.82	STAFF
2/24/2022	Comcast Business	7500.00	AP BOARD APPROVED
2/9/2022	Comed Payment	1436.69	AP BOARD APPROVED
3/4/2022	Comfort Suites Bloomin	350.34	TRAVEL
2/21/2022	Courier Cafe	17.25	STUDENT
2/8/2022	Curb Svc Long Isaln	75.47	TRAVEL
2/25/2022	Dairy Queen #15192	10.00	STUDENT
2/25/2022	Dd/Br #339870 Q35	43.18	STAFF
2/28/2022	Delicia Tropical Cafe	45.00	STUDENT
2/11/2022	Delta 00642281724453	30.00	TRAVEL
2/8/2022	Delta 00642285767185	30.00	TRAVEL
2/10/2022	Dicks Clothing&sporti	83.93	STUDENT
2/10/2022	Dollar Tree	196.25	STUDENT
2/18/2022	Dollar Tree	20.00	FACS
2/28/2022	Dollar Tree	17.50	STUDENT
3/4/2022	Dollar Tree	51.18	STAFF
2/17/2022	Dollartree	28.75	FACS
2/10/2022	Don Carter Lanes-	18.00	STUDENT
2/10/2022	Don Carter Lanes-	24.00	STUDENT
2/14/2022	Don Carter Lanes-	12.00	STUDENT
2/9/2022	Dos Cmns Time Sq	19.60	STAFF
2/8/2022	Doubletree By Hilton B	3091.20	TRAVEL
2/9/2022	Doubletree By Hilton B	3864.00	TRAVEL
3/1/2022	Doubletree By Hilton B	976.64	TRAVEL
2/17/2022	Dundee Ford	114.96	BUILDING
2/7/2022	Dunkin #337637 Q35	39.22	STUDENT
2/9/2022	Dunkin #345659 Q35	14.99	STAFF
2/24/2022	Eb Music Amp Arts Cli	150.00	STAFF

2/10/2022	Ed S Rental And Sales	19.12	BG
2/10/2022	Ed S Rental And Sales	391.00	BG
2/15/2022	Ed S Rental And Sales	83.52	BG
2/28/2022	Eig Constantcontact.Co	45.00	STAFF
3/4/2022	El Fuego	195.00	STAFF
3/4/2022	Elgin Instant Print In	37.50	STUDENT
2/14/2022	Elgin Key & Lock Co In	40.17	BG
2/28/2022	Elgin Key & Lock Co In	15.43	BG
2/7/2022	Epiphany Farms - Olo	29.98	STUDENT
2/9/2022	Esa Chicago Elgin	264.32	STUDENT
2/25/2022	Event Irc Spring Job	310.00	STAFF
3/1/2022	Event Psu 2022 Paymen	800.00	STAFF
3/4/2022	Event Psu 2022 Paymen	800.00	STAFF
2/16/2022	Fedex 83341000	21.52	POSTAGE
2/25/2022	Fedex 83438646	20.03	POSTAGE
3/4/2022	Ferguson Ent #1123	100.63	BG
3/4/2022	Five Star Tennis Compa	-120.00	STAFF
2/7/2022	Garibaldis Italian Eat	1362.50	STUDENT
3/2/2022	Garibaldis Italian Eat	230.00	STUDENT
2/25/2022	Gofan 4a Dekalb Secti	84.00	STUDENT
2/28/2022	Gofan High School Tix	9.00	STAFF
2/25/2022	Grainger	88.32	BG
2/25/2022	Grainger	130.59	BG
2/24/2022	Gtp Personalized	107.59	STUDENT
3/2/2022	Guitar Center #362	45.98	STAFF
2/10/2022	Gustave A Larson Compa	70.00	BG
2/16/2022	Gustave A Larson Compa	74.21	BG
2/16/2022	Gustave A Larson Compa	195.17	BG
2/18/2022	Gustave A Larson Compa	109.08	BG
2/22/2022	Gustave A Larson Compa	159.72	BG
3/1/2022	Gustave A Larson Compa	153.12	BG
3/1/2022	Gustave A Larson Compa	175.46	BG
3/3/2022	Gustave A Larson Compa	46.90	BG
3/3/2022	Gustave A Larson Compa	204.92	BG
2/11/2022	Hampshire Napa	-1.87	BUILDING
2/11/2022	Hampshire Napa	-1.75	BUILDING
2/11/2022	Hampshire Napa	1.75	BUILDING
2/11/2022	Hampshire Napa	1.75	BUILDING
2/11/2022	Hampshire Napa	1.87	BUILDING
2/25/2022	Hampshire Napa	36.21	BUILDING
3/3/2022	Hampshire Napa	37.08	BUILDING
2/22/2022	Harvest Market Coffee	13.38	STUDENT
2/22/2022	Harvest Market Coffee	19.51	STUDENT
2/22/2022	Harvest Market Coffee	73.59	STUDENT
2/21/2022	Haymakers 715	40.58	STUDENT
2/21/2022	Haymakers 715	65.63	STUDENT
2/7/2022	Help@scribblemaps.Com	79.99	STAFF
2/9/2022	Hilton Cafe Ny	6.12	STAFF

2/10/2022	Hilton Cafe Ny	6.12	STAFF
2/11/2022	Hilton Cafe Ny	6.80	STAFF
2/22/2022	Holiday Inn Champaign	75.90	STUDENT
2/22/2022	Holiday Inn Champaign	1627.11	TRAVEL
2/22/2022	Holiday Inn Champaign	2892.64	TRAVEL
2/22/2022	Holiday Inn Champaign	4158.17	TRAVEL
2/21/2022	Houlihans - Champaign	180.00	STUDENT
2/28/2022	laspa.Org	500.00	STAFF
2/7/2022	Icp Gymnastics Etc. Lt	250.00	STUDENT
2/15/2022	Ijas	100.00	STAFF
2/10/2022	Illinois Association O	199.00	STAFF
2/10/2022	Illinois Association O	199.00	STAFF
2/16/2022	Illinois Association O	75.00	STAFF
3/1/2022	Illinois Association O	500.00	STAFF
3/2/2022	Illinois Association O	855.00	STAFF
2/18/2022	Illinois Principals As	395.00	AP BOARD APPROVED
3/3/2022	Illinois S(312)64408	420.00	STAFF
2/10/2022	Ilmea	100.00	AP BOARD APPROVED
2/10/2022	Ilmea	100.00	AP BOARD APPROVED
3/2/2022	Indeed	355.00	STAFF
2/24/2022	Institute For Educatio	279.00	STAFF
2/17/2022	Interstate All Battery	489.40	BG
2/11/2022	Isu Conferences	507.00	STAFF
3/4/2022	Isu Conferences	650.00	STAFF
2/17/2022	Jersey Mikes 27009	112.76	BG
2/7/2022	Jersey Mikes 27084	287.35	STUDENT
2/21/2022	Jets Pizza Il 008	68.96	STUDENT
2/14/2022	Jewel Osco 1256	39.95	STAFF
2/15/2022	Jewel Osco 1256	10.98	STUDENT
3/4/2022	Jewel Osco 1256	10.00	STAFF
2/7/2022	Jewel Osco 1306	49.39	STUDENT
2/24/2022	Jewel Osco 1306	70.92	STUDENT
2/7/2022	Jewel Osco 2310	15.00	STUDENT
2/10/2022	Jewel Osco 2310	56.47	FACS
2/14/2022	Jewel Osco 2310	47.95	FACS
2/28/2022	Jewel Osco 2310	22.44	FACS
3/2/2022	Jewel Osco 2310	87.57	STUDENT
3/4/2022	Jewel Osco 2310	46.35	FACS
2/7/2022	Jewel Osco 2517	84.42	STAFF
2/21/2022	Jewel Osco 3348	58.93	STAFF
2/14/2022	Jewel Osco 3394	61.99	STAFF
2/15/2022	Jewel Osco 3394	15.98	FACS
2/14/2022	Jimmy Johns - 836	177.17	STUDENT
3/3/2022	Jimmy Johns # 466 - M	42.17	STAFF
3/3/2022	Jimmy Johns # 466 - M	74.49	STAFF
3/3/2022	Jimmy Johns # 466 - M	494.43	STAFF
2/7/2022	Joann Stores #2465	274.43	FACS
2/18/2022	Joann Stores #2465	135.18	STUDENT

2/28/2022	Joann Stores #2465	137.67	FACS
2/15/2022	Kerry Marsh Vj	160.00	STAFF
2/9/2022	Kohls #0662	500.00	STUDENT
2/25/2022	Kroger #943	37.61	STUDENT
2/21/2022	Legends	115.77	STUDENT
2/11/2022	Liberty Lanes	79.75	STUDENT
2/28/2022	Loves Travel S00002923	67.50	TRAVEL
2/25/2022	Lowes #01739	79.98	BG
2/25/2022	Lowes #01739	79.98	BG
2/7/2022	Lucca Grill	18.00	STUDENT
2/25/2022	Lucca Grill	51.19	STUDENT
2/28/2022	Lucca Grill	88.93	STUDENT
2/21/2022	Lyft Ride Sat 10am	40.19	TRAVEL
2/21/2022	Lyft Ride Sat 5pm	98.39	TRAVEL
2/21/2022	Macianos Pizza	329.99	STAFF
2/21/2022	Marriott Hotel & Confe	286.72	TRAVEL
2/21/2022	Marriott Hotel & Confe	286.72	TRAVEL
2/21/2022	Marriott Hotel & Confe	286.72	TRAVEL
2/21/2022	Marriott Hotel & Confe	286.72	TRAVEL
2/8/2022	McAlisters Deli 10134	-11.40	STAFF
2/8/2022	McAlisters Deli 10134	153.90	STAFF
2/14/2022	McAlisters Deli 10134	58.24	STAFF
2/17/2022	McAlisters Deli 10134	142.45	STAFF
2/21/2022	McDonalds F1018	-11.12	STUDENT
2/21/2022	McDonalds F1018	11.12	STUDENT
2/21/2022	McDonalds F1018	39.28	STUDENT
2/10/2022	McDonalds F13651	30.00	STUDENT
3/4/2022	McDonalds F22889	88.74	STUDENT
2/7/2022	Meijer # 183	30.07	STUDENT
2/7/2022	Meijer # 206	47.89	FACS
2/7/2022	Meijer # 206	33.53	FACS
2/7/2022	Meijer # 206	42.49	FACS
2/10/2022	Meijer # 206	114.45	FACS
2/11/2022	Meijer # 206	82.23	FACS
2/14/2022	Meijer # 206	20.34	FACS
2/15/2022	Meijer # 206	11.98	STUDENT
2/16/2022	Meijer # 206	41.14	FACS
2/16/2022	Meijer # 206	57.85	FACS
2/16/2022	Meijer # 206	46.27	FACS
2/17/2022	Meijer # 206	32.52	STAFF
2/18/2022	Meijer # 206	10.68	FACS
2/21/2022	Meijer # 206	65.78	FACS
2/24/2022	Meijer # 206	132.07	FACS
2/24/2022	Meijer # 206	29.73	FACS
2/25/2022	Meijer # 206	82.17	FACS
2/25/2022	Meijer # 206	35.92	STAFF
2/28/2022	Meijer # 206	57.42	STUDENT
2/28/2022	Meijer # 206	4.50	FACS

3/2/2022	Meijer # 206	146.08	FACS
3/2/2022	Meijer # 206	33.65	FACS
3/2/2022	Meijer # 206	28.23	FACS
3/3/2022	Meijer # 206	33.08	FACS
2/18/2022	Meijer # 247	103.65	STUDENT
2/7/2022	Menards Carpentersvill	21.57	BG
2/7/2022	Menards Carpentersvill	26.98	BG
2/7/2022	Menards Carpentersvill	31.87	BUILDING
2/9/2022	Menards Carpentersvill	89.34	BG
2/9/2022	Menards Carpentersvill	153.13	BUILDING
2/10/2022	Menards Carpentersvill	10.98	BG
2/10/2022	Menards Carpentersvill	132.63	BG
2/10/2022	Menards Carpentersvill	39.67	BG
2/11/2022	Menards Carpentersvill	13.92	BG
2/14/2022	Menards Carpentersvill	119.99	BG
2/14/2022	Menards Carpentersvill	40.70	BG
2/14/2022	Menards Carpentersvill	391.82	BG
2/14/2022	Menards Carpentersvill	226.74	BUILDING
2/14/2022	Menards Carpentersvill	51.13	BUILDING
2/14/2022	Menards Carpentersvill	81.28	BUILDING
2/17/2022	Menards Carpentersvill	106.33	BG
2/25/2022	Menards Carpentersvill	18.45	BG
2/25/2022	Menards Carpentersvill	128.38	BUILDING
2/28/2022	Menards Carpentersvill	36.45	BG
2/28/2022	Menards Carpentersvill	102.98	BUILDING
2/28/2022	Menards Carpentersvill	504.18	STUDENT
3/2/2022	Menards Carpentersvill	43.96	BG
3/2/2022	Menards Carpentersvill	21.27	BG
3/4/2022	Menards Carpentersvill	269.72	BG
2/23/2022	Michaels #9490	125.08	STUDENT
2/14/2022	Michaels Stores 4802	106.94	STUDENT
2/23/2022	Michaels Stores 4802	30.87	STUDENT
3/3/2022	Michaels Stores 4802	24.95	FACS
3/4/2022	Michaels Stores 4802	90.93	STAFF
2/7/2022	Monical: Eldorado (11)	109.00	STUDENT
2/11/2022	Mor Electric Heating A	752.79	BG
2/21/2022	Mothers Restaurant	18.20	TRAVEL
2/18/2022	Munchs Supply 8	179.28	BG
2/11/2022	Naesp	235.00	STAFF
2/25/2022	Nametagcountry.Com	51.45	STAFF
2/21/2022	National Art Edu Assn	100.00	STAFF
3/4/2022	National Art Edu Assn	200.00	STAFF
2/18/2022	Nola Convention Center	12.50	TRAVEL
2/21/2022	Nola Convention Center	14.00	TRAVEL
2/21/2022	Nola Convention Center	3.50	TRAVEL
2/21/2022	Nola Convention Center	8.00	TRAVEL
2/9/2022	Nslij Cont Medical Ed	25.00	STAFF
2/8/2022	Officemax/Depot 6370	11.99	STAFF

2/15/2022	Officemax/Depot 6370	20.99	STAFF
2/11/2022	Old Castle Pub	31.55	STAFF
2/28/2022	Olive Garden 0021156	995.00	STUDENT
3/1/2022	Other Debits - Fast Card Fee	44.00	STAFF
2/21/2022	Panera Bread #203291 P	95.66	STAFF
2/8/2022	Panera Bread #204017 O	23.23	STAFF
2/14/2022	Panera Bread #204017 O	175.95	STAFF
2/14/2022	Panera Bread #204022 O	115.98	STAFF
3/1/2022	Panera Bread #204091 O	75.89	STAFF
2/7/2022	Panera Bread #601295 P	28.45	STUDENT
2/7/2022	Panera Bread #601295 P	36.35	STUDENT
2/7/2022	Panera Bread #601295 P	39.15	STUDENT
2/7/2022	Panera Bread #601295 P	41.05	STUDENT
2/7/2022	Panera Bread #601295 P	43.34	STUDENT
2/7/2022	Panera Bread #601295 P	48.75	STUDENT
2/7/2022	Panera Bread #601295 P	60.09	STUDENT
2/7/2022	Panera Bread #601295 P	73.10	STUDENT
2/7/2022	Panera Bread #601295 P	5.48	STUDENT
2/7/2022	Panera Bread #601295 P	5.88	STUDENT
2/28/2022	Panera Bread #601295 P	8.58	STAFF
2/14/2022	Papa Saverios - Huntle	381.79	STAFF
2/25/2022	Party City 5318	42.00	STAFF
3/2/2022	Party City 5318	17.10	STAFF
3/3/2022	Paypal lapt	67.25	STAFF
2/10/2022	Pitney Bowes Pi	115.50	AP BOARD APPROVED
2/10/2022	Popeyes 4886	53.49	STAFF
2/21/2022	Portillos Hot Dogs #20	77.05	STUDENT
2/7/2022	Portillos Hot Dogs #29	288.50	STUDENT
2/10/2022	Portillos Hot Dogs #36	40.20	STUDENT
2/11/2022	Portillos Hot Dogs #36	-3.57	STUDENT
2/7/2022	Portillos Hot Dogs #51	187.52	STUDENT
2/25/2022	Potbelly #144	114.97	STUDENT
2/16/2022	Potbelly #174	268.24	STAFF
2/18/2022	Potbelly #174	187.08	STAFF
2/7/2022	Potbelly #58	253.42	STUDENT
3/1/2022	Power Equipment Leasin	706.76	BG
2/7/2022	Ralph Helm Inc Elgin	9.40	BUILDING
2/14/2022	Randall Roadhouse Tave	104.51	STAFF
2/18/2022	Randall Roadhouse Tave	107.94	STUDENT
2/21/2022	Randall Roadhouse Tave	112.62	BUILDING
2/22/2022	Randall Roadhouse Tave	77.78	STAFF
2/8/2022	Riverview Pizza Taver	863.00	STUDENT
2/10/2022	Rosatis Pizza - Gilber	97.48	STAFF
2/9/2022	Rosatis Pizza Hampshir	56.18	STAFF
2/9/2022	Rosatis Pizza Hampshir	64.82	STAFF
2/11/2022	Rosatis Pizza Hampshir	334.19	STAFF
2/11/2022	Rosatis Pizza Hampshir	111.90	STAFF
2/14/2022	Rosatis Pizza Hampshir	273.62	STAFF

2/21/2022	Rosatis Pizza Hampshir	177.00	STUDENT
2/23/2022	Rosatis Pizza Hampshir	326.00	STUDENT
3/1/2022	Rosatis Pizza Hampshir	47.99	STUDENT
2/24/2022	Rvt New Trier Dist 203	600.00	STAFF
2/11/2022	Sams Club #4942	133.38	STUDENT
2/14/2022	Sams Club #6339	30.96	STAFF
3/1/2022	Sams Club #6339	83.80	STAFF
3/2/2022	Sams Club #6339	26.86	STUDENT
2/14/2022	Sams Club #6464	70.72	FACS
2/18/2022	Samsclub #4942	317.70	STAFF
2/14/2022	Samsclub #6339	157.58	STUDENT
2/14/2022	Samsclub #6339	182.38	STAFF
2/16/2022	Samsclub #6339	17.54	STUDENT
2/24/2022	Samsclub #6339	12.98	STAFF
2/7/2022	Securedocs Inc.	700.00	STAFF
2/15/2022	Sheetmusicplus.Com	75.00	STUDENT
2/21/2022	Shell Oil 12584980002	44.38	TRAVEL
2/9/2022	Sherwin Williams 70304	18.49	BG
3/2/2022	Sherwin Williams 70304	34.00	BG
3/4/2022	Sherwin Williams 70304	71.02	BG
2/21/2022	Spotted Fox Ale House	145.30	STAFF
2/8/2022	Sq Authorized Food Eq	222.85	BG
2/7/2022	Sq Dundee Crown Athle	120.00	STUDENT
2/8/2022	Sq Gordon Food Servic	93.51	FACS
2/14/2022	Sq Illinois High Scho	300.00	STAFF
2/7/2022	Sq Lith	-4.12	STAFF
2/7/2022	Sq Lith	63.96	STAFF
2/28/2022	Sq Minerva Promotions	104.00	STUDENT
3/4/2022	Sq Roll N Donut Cafe	132.00	STAFF
2/18/2022	Sq Stadium Plaza	-12.91	STUDENT
2/18/2022	Sq Stadium Plaza	11.65	STUDENT
2/18/2022	Sq Stadium Plaza	12.91	STUDENT
2/14/2022	Sq Tommys Premier Ri	74.23	TRAVEL
2/9/2022	Sq Twentyonegrains	15.68	STAFF
2/8/2022	Starbucks E09 Ord	12.63	STAFF
2/8/2022	Steiner Elec Crystal L	116.70	BG
2/14/2022	Steiner Elec Crystal L	117.20	BG
2/18/2022	Steiner Elec Crystal L	155.99	BG
2/24/2022	Steiner Elec Crystal L	227.34	BG
2/24/2022	Steiner Elec Crystal L	504.53	BG
2/28/2022	Steiner Elec Crystal L	13.83	BG
3/3/2022	Steiner Elec Crystal L	228.89	BG
2/14/2022	Subway 32803	646.10	STAFF
2/18/2022	Subway 37729	19.84	STUDENT
2/17/2022	Subway 7480	54.13	STUDENT
2/21/2022	Subway 7480	22.26	STUDENT
3/3/2022	Super 8 Motels	1317.60	STUDENT
2/14/2022	T2 Brklyn Beer Garden	30.70	STAFF

2/9/2022	T2 Croque Madame	3.21	STAFF
2/28/2022	Target 00008342	46.95	STUDENT
3/4/2022	Target 00011668	72.47	STUDENT
2/15/2022	Target 00018010	14.97	STAFF
2/25/2022	Target 00018010	27.28	STAFF
3/3/2022	Target 00018010	19.96	BG
3/3/2022	Target 00018010	32.55	STAFF
2/14/2022	Taxi Svc 41-25 36th St	60.30	STAFF
2/15/2022	Taxi Svc Lic	43.20	TRAVEL
2/7/2022	Taylor Street Pizza	167.26	STUDENT
2/25/2022	Taylor Street Pizza	37.93	STAFF
3/3/2022	Taylor Street Pizza	2200.00	STUDENT
3/4/2022	Taylor Street Pizza	149.99	STUDENT
2/15/2022	The Home Depot #1913	255.52	BG
2/7/2022	The Home Depot #1940	63.52	BG
2/7/2022	The Home Depot #1940	12.03	BG
2/7/2022	The Home Depot #1940	98.26	BG
2/7/2022	The Home Depot #1940	168.66	BG
2/7/2022	The Home Depot #1940	76.31	STUDENT
2/9/2022	The Home Depot #1940	19.97	BG
2/9/2022	The Home Depot #1940	29.48	BG
2/9/2022	The Home Depot #1940	77.92	STUDENT
2/10/2022	The Home Depot #1940	29.24	BUILDING
2/14/2022	The Home Depot #1940	31.92	BG
2/14/2022	The Home Depot #1940	37.74	BG
2/14/2022	The Home Depot #1940	35.96	BG
2/14/2022	The Home Depot #1940	40.96	BG
2/16/2022	The Home Depot #1940	58.88	BG
2/16/2022	The Home Depot #1940	31.14	BG
2/17/2022	The Home Depot #1940	175.90	BUILDING
2/18/2022	The Home Depot #1940	37.45	BG
2/18/2022	The Home Depot #1940	54.64	BG
2/21/2022	The Home Depot #1940	68.87	BUILDING
2/21/2022	The Home Depot #1940	27.24	BG
2/21/2022	The Home Depot #1940	26.90	BG
2/21/2022	The Home Depot #1940	138.85	BG
2/21/2022	The Home Depot #1940	16.64	BG
2/21/2022	The Home Depot #1940	13.11	BG
2/21/2022	The Home Depot #1940	4.74	BG
2/21/2022	The Home Depot #1940	87.23	BG
2/24/2022	The Home Depot #1940	21.74	BG
2/24/2022	The Home Depot #1940	19.92	BG
2/24/2022	The Home Depot #1940	330.92	BG
2/25/2022	The Home Depot #1940	11.94	BG
2/28/2022	The Home Depot #1940	314.94	BG
2/28/2022	The Home Depot #1940	35.94	BG
2/28/2022	The Home Depot #1940	40.94	BG
2/28/2022	The Home Depot #1940	56.07	BG

2/28/2022	The Home Depot #1940	51.57	BG
2/28/2022	The Home Depot #1940	93.18	BUILDING
3/2/2022	The Home Depot #1940	9.98	BG
3/2/2022	The Home Depot #1940	19.86	BG
3/2/2022	The Home Depot #1940	53.82	BG
3/2/2022	The Home Depot #1940	62.12	BUILDING
3/3/2022	The Home Depot #1940	101.71	BG
3/3/2022	The Home Depot #1940	14.54	BG
3/3/2022	The Home Depot #1940	69.34	BG
3/4/2022	The Home Depot #1940	29.50	BG
3/4/2022	The Home Depot #1940	43.94	BG
3/4/2022	The Home Depot #1940	1192.55	BG
3/4/2022	The Home Depot #1940	102.15	BG
2/7/2022	The Home Depot #1948	717.29	STUDENT
2/7/2022	The Home Depot #1948	132.31	BUILDING
2/7/2022	The Home Depot #1948	37.41	BUILDING
2/11/2022	The Home Depot #1948	99.57	BG
2/14/2022	The Home Depot #1948	17.88	BG
2/14/2022	The Home Depot #1948	327.77	BUILDING
2/16/2022	The Home Depot #1948	19.74	STUDENT
2/16/2022	The Home Depot #1948	41.58	BUILDING
2/17/2022	The Home Depot #1948	18.43	BG
2/17/2022	The Home Depot #1948	89.56	BG
2/24/2022	The Home Depot #1948	50.44	BUILDING
2/25/2022	The Home Depot #1948	183.34	STUDENT
2/25/2022	The Home Depot #1948	12.98	BUILDING
2/28/2022	The Home Depot #1948	10.23	BG
2/28/2022	The Home Depot #1948	49.88	BG
2/28/2022	The Home Depot #1948	3.40	BG
3/4/2022	The Home Depot #1948	5.38	BG
3/4/2022	The Home Depot #1948	80.85	STUDENT
2/21/2022	Tm Wicked	1157.45	STUDENT
2/24/2022	Tmobile Postpaid Tel	2124.32	AP BOARD APPROVED
2/24/2022	Tmobile Postpaid Tel	5911.65	AP BOARD APPROVED
2/17/2022	Tractor Supply # 131	32.99	BUILDING
2/23/2022	Tractor Supply # 131	11.07	BG
2/16/2022	Trane Supply-112420	220.74	BG
2/21/2022	Trane Supply-112420	4.05	BG
2/21/2022	Trane Supply-112420	36.55	BG
2/21/2022	Trane Supply-112420	20.96	BG
2/28/2022	Trane Supply-112420	129.80	BG
2/28/2022	Trane Supply-112420	35.75	BG
2/28/2022	Trane Supply-112420	253.87	BG
3/3/2022	Trane Supply-112420	35.14	BG
3/4/2022	Trane Supply-112420	22.36	BG
2/14/2022	Tst Copper Barrel On	56.87	STAFF
3/2/2022	Tst Dc Cobbs East Dun	1304.80	STUDENT
2/21/2022	Tst Maize Mexican Gri	84.24	STUDENT

2/21/2022	Tst Nothing Bundt Cak	211.00	STAFF
2/21/2022	Tst Seven Saints	92.93	STUDENT
2/7/2022	Tst Southern Belles	251.60	STUDENT
2/18/2022	Tst Southern Belles-	172.76	STAFF
2/18/2022	Tst The Original Panc	90.75	STUDENT
2/7/2022	U Of I Crop Science	25.00	STAFF
2/7/2022	U Of I Crop Science	25.00	STAFF
2/7/2022	U Of I Crop Science	25.00	STAFF
2/7/2022	U Of I Crop Science	45.00	STAFF
2/21/2022	U Of I Online Payment	175.00	STAFF
2/21/2022	U Of I Online Payment	30.00	STUDENT
2/21/2022	U Of I Online Payment	30.00	STUDENT
2/18/2022	U Of I Ticket Office	406.00	STUDENT
2/18/2022	U Of I Ticket Office	150.00	STUDENT
2/18/2022	U Of I Ticket Office	50.00	STUDENT
2/18/2022	U Of I Ticket Office	150.00	STUDENT
2/21/2022	U Of I Ticket Office	20.00	STUDENT
2/11/2022	Uber Trip Help.Uber.C	68.98	STAFF
2/15/2022	United 01699711977762	35.00	TRAVEL
2/21/2022	United 01699723752812	35.00	TRAVEL
2/18/2022	Usa Refreshment Soluti	2.50	TRAVEL
2/21/2022	Usps Po 1600960102	1.76	POSTAGE
2/28/2022	Usps Po 1600960102	8.95	POSTAGE
2/15/2022	Usps Po 1600960105	116.20	POSTAGE
2/28/2022	Usps Po 1613080110	14.72	POSTAGE
2/8/2022	Usps Po 1622380118	34.80	POSTAGE
2/25/2022	Usps Po 1633960140	21.00	POSTAGE
2/7/2022	Usps Po 1686160098	200.00	POSTAGE
2/28/2022	Vans Frozen Custard	10.00	STUDENT
3/4/2022	Viatortripadvisor Us	396.00	TRAVEL
2/7/2022	Village Pizza & Pub	90.00	STUDENT
2/9/2022	Vzwriss My Vz Vb P	6524.47	AP BOARD APPROVED
2/8/2022	Walgreens #6764	15.96	STAFF
2/28/2022	Wallys	23.05	STAFF
2/17/2022	Wal-Mart #1413	37.50	STUDENT
2/18/2022	Wal-Mart #1413	18.74	STUDENT
2/25/2022	Wal-Mart #1413	12.64	STUDENT
3/2/2022	Wal-Mart #1413	18.36	STUDENT
2/7/2022	Wal-Mart #1531	35.40	STUDENT
2/8/2022	Wal-Mart #1531	61.54	STUDENT
2/10/2022	Wal-Mart #1531	-20.88	STUDENT
2/11/2022	Wal-Mart #1531	310.12	STUDENT
2/15/2022	Wal-Mart #1531	93.99	FACS
2/16/2022	Wal-Mart #1531	128.24	STAFF
2/17/2022	Wal-Mart #1531	33.92	STUDENT
2/18/2022	Wal-Mart #1531	209.35	STUDENT
2/18/2022	Wal-Mart #1531	93.80	FACS
2/18/2022	Wal-Mart #1531	167.43	STUDENT

2/21/2022	Wal-Mart #1531	174.52	STAFF
2/23/2022	Wal-Mart #1531	110.46	FACS
2/25/2022	Wal-Mart #1531	50.84	STUDENT
2/25/2022	Wal-Mart #1531	26.59	STUDENT
2/25/2022	Wal-Mart #1531	30.32	STUDENT
2/25/2022	Wal-Mart #1531	200.00	STUDENT
2/28/2022	Wal-Mart #1531	71.24	FACS
3/1/2022	Wal-Mart #1531	34.66	FACS
3/1/2022	Wal-Mart #1531	16.90	STAFF
3/1/2022	Wal-Mart #1531	58.54	STUDENT
3/2/2022	Wal-Mart #1531	19.15	FACS
3/4/2022	Wal-Mart #1531	110.89	STAFF
3/4/2022	Wal-Mart #1531	11.24	STAFF
3/4/2022	Wal-Mart #1531	103.97	STAFF
2/22/2022	Wal-Mart #2815	355.69	STUDENT
2/18/2022	Wal-Mart #3255	195.14	STUDENT
2/9/2022	Wal-Mart #4641	225.29	FACS
2/14/2022	Wal-Mart #4641	28.40	STUDENT
2/17/2022	Wal-Mart #4641	193.11	FACS
2/28/2022	Wal-Mart #4641	73.14	FACS
2/9/2022	Wal-Mart #5060	250.00	STUDENT
2/9/2022	Wal-Mart #5060	24.46	FACS
2/14/2022	Wal-Mart #5060	63.10	STAFF
2/16/2022	Wal-Mart #5060	20.48	STUDENT
2/18/2022	Wal-Mart #5060	33.72	STUDENT
2/21/2022	Wal-Mart #5060	42.56	STUDENT
2/25/2022	Wal-Mart #5060	200.00	STUDENT
2/25/2022	Wal-Mart #5060	11.88	STAFF
2/25/2022	Wal-Mart #5060	11.08	STAFF
2/25/2022	Wal-Mart #5060	170.44	STAFF
3/1/2022	Wal-Mart #5060	18.05	STUDENT
3/2/2022	Wal-Mart #5060	78.28	FACS
3/4/2022	Wal-Mart #5060	80.21	STAFF
3/1/2022	Walmart.Com	-12.32	STUDENT
3/1/2022	Walmart.Com	-2.42	STUDENT
3/1/2022	Walmart.Com	-2.32	STUDENT
2/7/2022	Walmart.Com Aa	49.92	FACS
2/8/2022	Walmart.Com Aa	174.46	FACS
2/9/2022	Walmart.Com Aa	63.74	STUDENT
3/2/2022	Walmart.Com Aa	113.05	STUDENT
3/3/2022	Walmart.Com Aa	52.43	STUDENT
2/10/2022	Walmart.Com As	7.00	STUDENT
2/28/2022	Walmart.Com Ax	7.00	STUDENT
2/8/2022	We Shield	-55941.42	STAFF
2/24/2022	Wendys 7012	100.00	STUDENT
2/17/2022	West Side Electric Sup	627.00	BG
2/28/2022	West Side Electric Sup	284.37	BG
2/28/2022	West Side Electric Sup	-860.16	BG

2/28/2022	West Side Electric Sup	65.30	BG
2/15/2022	Wm Supercenter #1413	83.18	STUDENT
3/1/2022	Wm Supercenter #1413	22.30	STAFF
2/10/2022	Wm Supercenter #3434	14.22	STUDENT
2/24/2022	Wm Supercenter #4641	266.94	FACS
3/1/2022	Wm Supercenter #4641	180.93	FACS
3/3/2022	Wm Supercenter #4641	7.70	FACS
3/4/2022	Wm Supercenter #4641	117.23	STAFF
2/7/2022	Wm Supercenter #5060	44.24	FACS
2/10/2022	Wm Supercenter #5060	152.82	STUDENT
2/14/2022	Wm Supercenter #5060	131.96	STUDENT
2/16/2022	Wm Supercenter #5060	39.02	STUDENT
2/17/2022	Wm Supercenter #5060	77.70	STAFF
2/25/2022	Wm Supercenter #5060	115.20	STAFF
2/28/2022	Wm Supercenter #5060	60.76	STAFF
3/1/2022	Wm Supercenter #5060	49.98	STAFF
3/3/2022	Wm Supercenter #5060	43.92	STAFF
3/4/2022	Wm Supercenter #5060	67.22	STAFF
2/10/2022	Wpy National Pelra	230.00	STAFF
2/24/2022	Wwp Smithereen Pest Ma	910.00	AP BOARD APPROVED
2/9/2022	Www.Flipsnack.Com	576.00	STAFF
2/7/2022	Wyndham Springfield Ci	293.55	STAFF
2/14/2022	Yard House 0108377	120.71	STUDENT
2/11/2022	Ziegler-Carpentersvill	6.85	BUILDING
3/3/2022	Ziegler-Carpentersvill	63.71	BG
2/8/2022	Zieglers Ace Hdwe	6.78	BG
2/18/2022	Zieglers Ace Hdwe	13.18	BG
2/23/2022	Zieglers Ace Hdwe	6.59	BG
2/28/2022	Zieglers Ace Hdwe	11.70	BG

TOTAL \$76,086.86

ACTIVITY ACCOUNT SUMMARY
FOR MONTH OF: February 28, 2022

	Month to Date			Year To Date			
	Month End Receipts	Month End Disbursements	Month End Activity	July 1, 2021 Beginning Book Balance	Year to Date Receipts	Year to Date Disbursements	Year to Date Book Balance
School							
Algonquin Lakes	\$ -	\$ -	\$ -	\$ 4,231	\$ 2,360	\$ 472	\$ 6,119
Algonquin M.S.	\$ 2,577	\$ 3,475	\$ (898)	\$ 13,500	\$ 15,520	\$ 13,966	\$ 15,054
Carpentersville M.S.	\$ -	\$ 2,189	\$ (2,189)	\$ 23,542	\$ 565	\$ 3,757	\$ 20,350
DeLacey	\$ 54	\$ -	\$ 54	\$ 4,033	\$ 54	\$ -	\$ 4,087
Dundee-Crown H.S.	\$ 5,685	\$ 19,984	\$ (14,299)	\$ 208,443	\$ 106,574	\$ 122,028	\$ 192,989
Dundee Highlands	\$ -	\$ -	\$ -	\$ 2,902	\$ 1,650	\$ 2,223	\$ 2,329
Dundee M.S.	\$ 11,461	\$ 8,899	\$ 2,562	\$ 153,726	\$ 65,900	\$ 59,133	\$ 160,493
Eastview	\$ -	\$ -	\$ -	\$ 1,219	\$ -	\$ 163	\$ 1,056
Gary D Wright	\$ -	\$ -	\$ -	\$ 8,858	\$ -	\$ 1,001	\$ 7,857
Gilberts	\$ -	\$ -	\$ -	\$ 3,092	\$ -	\$ -	\$ 3,092
Golfview	\$ -	\$ -	\$ -	\$ 4,574	\$ -	\$ -	\$ 4,574
Hampshire Elem	\$ 320	\$ 4,205	\$ (3,885)	\$ 13,114	\$ 2,703	\$ 12,386	\$ 3,431
Hampshire H.S.	\$ 10,547	\$ 25,074	\$ (14,527)	\$ 193,018	\$ 178,629	\$ 147,443	\$ 224,204
Hampshire M.S.	\$ 5,882	\$ 7,511	\$ (1,629)	\$ 68,532	\$ 15,655	\$ 12,621	\$ 71,567
H.D. Jacobs H.S.	\$ 4,326	\$ 6,956	\$ (2,630)	\$ 141,021	\$ 91,729	\$ 79,010	\$ 153,740
Lake In The Hills	\$ -	\$ -	\$ -	\$ 5,866	\$ 187	\$ 187	\$ 5,866
Lakewood	\$ 363	\$ 120	\$ 243	\$ 17,770	\$ 2,549	\$ 1,074	\$ 19,245
Liberty	\$ -	\$ -	\$ -	\$ 2,962	\$ -	\$ -	\$ 2,962
Lincoln Prairie	\$ -	\$ -	\$ -	\$ 3,935	\$ 77	\$ -	\$ 4,012
Meadowdale	\$ -	\$ 146	\$ (146)	\$ 1,796	\$ 5,482	\$ 5,748	\$ 1,530
Neubert	\$ -	\$ -	\$ -	\$ 2,976	\$ -	\$ -	\$ 2,976
Parkview	\$ 574	\$ -	\$ 574	\$ 2,856	\$ 574	\$ 102	\$ 3,328
Perry	\$ 1,621	\$ -	\$ 1,621	\$ 7,590	\$ 1,803	\$ 579	\$ 8,813
Sleepy Hollow	\$ 1,044	\$ 1,109	\$ (65)	\$ 988	\$ 1,044	\$ 1,109	\$ 924
Westfield	\$ 2,053	\$ 3,663	\$ (1,610)	\$ 45,883	\$ 28,308	\$ 34,739	\$ 39,452
Total	\$ 46,506	\$ 83,330	\$ (36,824)	\$ 936,427	\$ 521,362	\$ 497,740	\$ 960,049

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	4,231.14	2,360.00	471.54		6,119.60
Total Cash Accounts	4,231.14	2,360.00	471.54	0.00	6,119.60
Other Accounts					
200M-00-00 Special Ed	153.25				153.25
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	41.16			(41.16)	0.00
2029-00-00 Class of 2029	39.55				39.55
2030-00-00 Class of 2030	71.10				71.10
2031-00-00 Class of 2031	0.00				0.00
2032-00-00 Class of 2032	126.26				126.26
2033-00-00 Class of 2033	0.00				0.00
2034-00-00 Class of 2034	0.00				0.00
2090-10-00 Acting Club	51.46				51.46
2100-10-00 Book Club	0.00				0.00
2111-10-00 After School Band-INACTIVE	0.00				0.00
2140-10-00 4th and 5th Grade Chorus	0.00				0.00
2410-00-00 Culinary Kids 2/3	80.57				80.57
2410-10-00 Culinary Kids 4/5	0.00				0.00
2415-10-00 Science Club	10.31				10.31
2590-10-00 Lady Lions Running Club	4.04				4.04
2590-20-00 Boys Running Club	71.36	1,815.00	247.00		1,639.36
4100-00-00 A.M. Fitness Club - Inactive	0.00				0.00
4100-10-10 Fitness Club	899.05				899.05
4100-30-00 Other-DO NOT USE	0.00				0.00
4200-10-00 Birthday Books	85.00				85.00
4210-00-00 Holiday Creations	135.85				135.85
4300-00-00 Yearbook	1,778.80	300.00	224.54		1,854.26
5100-00-00 General Fund	384.82			41.16	425.98
5200-10-00 Relay for Life	0.00				0.00
5500-10-00 ALES Grant Awards	18.19				18.19
5700-00-00 Social Committee	0.00	245.00			245.00
6000-00-00 Interest Income	280.37				280.37
Total Other Accounts	4,231.14	2,360.00	471.54	0.00	6,119.60

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 DO NOT USE	0.00				0.00
1000-00-10 Harris - Checking	13,500.27	15,519.86	13,966.25		15,053.88
Total Cash Accounts	13,500.27	15,519.86	13,966.25	0.00	15,053.88
Other Accounts					
1500-00-00 Bank Corrections	0.00				0.00
2000-10-00 Student Council	666.83	2,999.75	2,851.25	(369.00)	446.33
2016-00-00 Class of 2016-Inactive	0.00				0.00
2017-00-00 Class of 2017-Inactive	0.00				0.00
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-10 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	156.00				156.00
2027-00-00 Class of 2027	152.42				152.42
2028-00-00 Class of 2028	0.00	163.21			163.21
2110-10-00 Band	93.13				93.13
2140-10-00 Chorus	1,636.39	431.00	340.09		1,727.30
2150-30-00 Musical	2,677.69				2,677.69
2151-10-00 Music Club	2.00	2,738.21	505.50		2,234.71
2155-10-00 Orchestra	0.00				0.00
2220-10-00 Art Club	25.38	320.00	345.38		0.00
2230-10-00 Beta Club	1,672.18	2,510.00	1,695.57		2,486.61
2240-00-00 Baking Club	322.25	430.00	131.89		620.36
2250-00-00 Chess Club	0.00				0.00
2251-10-00 Computer Ed. Club	0.00				0.00
2275-10-00 Outdoor Club	0.00				0.00
2290-00-17 Washington DC Trip 2018-2019	2.35				2.35
2391-10-00 AVID	130.26	701.00	230.42		600.84
2430-10-00 Special Ed Community Trips	5.50	276.00	276.00		5.50
2481-10-00 Yearbook - M.S.	0.00				0.00
2570-10-00 Battle of the Books	0.00				0.00
2580-30-00 Student Awards	0.00				0.00
2590-40-00 Relay for Life	0.00				0.00
3000-20-00 Sports Club	0.00				0.00
3010-10-00 Ski Club	0.00				0.00
3020-00-00 Wrestling	338.64	647.00	632.34		353.30
3100-10-00 Volleyball-7th grade	0.00				0.00
3100-20-00 Volleyball - 8th grade	1,188.46	1,106.50	2,151.69		143.27
3110-10-00 Cross Country	26.99	901.00	910.94		17.05
3210-00-00 Boys Basketball	79.88	423.69	423.69		79.88
3210-10-00 Girls Basketball	8.36	594.20	594.20		8.36
3230-10-00 Track and Field	24.36				24.36
3250-20-10 Poms	295.06	13.00	515.52	369.00	161.54
3350-20-10 Cheerleading	0.50	938.00	925.83		12.67
4100-10-00 PBIS	697.50		477.45		220.05
4100-20-00 Low Incidence Class Supplies	17.05				17.05
4100-30-00 General	9.60				9.60
4300-30-00 Staff Account	69.44	280.00	267.99		81.45
5110-10-00 D300 Honors Band Concert	1,365.67		512.50		853.17

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
5110-20-00 MB Jazz Ensembles	870.00				870.00
5200-00-00 Physical Education Fund	966.38	47.30	178.00		835.68
6000-30-00 Interest Income	0.00				0.00
Total Other Accounts	13,500.27	15,519.86	13,966.25	0.00	15,053.88

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	23,541.95	564.99	3,756.64		20,350.30
Total Cash Accounts	23,541.95	564.99	3,756.64	0.00	20,350.30
Other Accounts					
2000-10-00 Student Council	627.53				627.53
2015-00-10 Class of 2015-A	0.00				0.00
2015-00-20 Class of 2015-B	0.00				0.00
2015-00-30 Class of 2015-C	0.00				0.00
2016-00-10 Class of 2016-A	0.00				0.00
2016-00-20 Class of 2016-B	0.00				0.00
2016-00-30 Class of 2016-c	0.00				0.00
2017-00-00 Class of 2017	0.07				0.07
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.84				0.84
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	13.85				13.85
2024-00-00 Class of 2024	205.85				205.85
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	0.00				0.00
2105-00-00 Man in Demand/Dare to be Rare	447.56				447.56
2110-10-00 Music	2,266.00	240.99	579.25		1,927.74
2110-20-00 MB Jazz	420.00				420.00
2111-10-00 Title Field Trips All Grades	0.00				0.00
2120-10-00 Drama	1,256.70		1,000.50		256.20
2140-10-00 Chorus	945.75				945.75
2221-10-00 Art Club	10.00				10.00
2230-10-00 Beta Club	534.75	324.00			858.75
2240-00-00 PBIS	0.00				0.00
2481-10-00 Yearbook	108.56				108.56
2499-30-00 School Store	0.00				0.00
2590-40-00 Relay for Life	2.00				2.00
2670-20-00 Book Fair	13.14				13.14
3250-20-10 Poms	3,806.14				3,806.14
3350-20-10 Cheerleading	4,676.57				4,676.57
4101-30-00 AVID	6,208.87		2,176.89		4,031.98
4210-20-00 General	0.00				0.00
4300-30-00 Sunshine	709.83				709.83
6000-00-00 Interest	1,287.94				1,287.94
Total Other Accounts	23,541.95	564.99	3,756.64	0.00	20,350.30

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris Cash Account	4,032.71	53.70			4,086.41
Total Cash Accounts	4,032.71	53.70	0.00	0.00	4,086.41
Other Accounts					
4500-10-00 Box Top Label Collection	0.89	53.70			54.59
4600-30-00 Postage	0.00				0.00
4700-00-00 Pyramid Model Committee	228.41				228.41
5100-00-00 General Student Activities	350.22				350.22
5110-00-00 Birth to 3 Program	336.56				336.56
5200-00-00 PBIS	2,558.13				2,558.13
5300-00-00 Relay for Life	485.44				485.44
5400-00-00 deLacey Diaper Drive	24.19				24.19
6000-00-00 Interest Income	48.87				48.87
Total Other Accounts	4,032.71	53.70	0.00	0.00	4,086.41

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 Amcore Activity Checking Acct	0.00				0.00
1000-00-10 Harris - Checking	208,443.10	106,574.14	122,028.48		192,988.76
Total Cash Accounts	208,443.10	106,574.14	122,028.48	0.00	192,988.76
Other Accounts					
1000-10-10 Banking Corrections	10.00				10.00
2000-10-00 Student Council	34,221.57	19,081.00	27,858.38	(1,000.00)	24,444.19
2009-00-00 Class of 2009	0.00				0.00
2010-00-00 Class of 2010	0.00				0.00
2011-00-00 Class of 2011	0.00				0.00
2012-00-00 Class of 2012	0.00				0.00
2013-00-00 Class of 2013	0.00				0.00
2014-00-00 Class of 2014	0.00				0.00
2015-00-00 Class of 2015	0.00				0.00
2016-00-00 Class of 2016	0.00				0.00
2017-00-00 Class of 2017	0.00				0.00
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2095-10-00 Animation Club	209.42	221.00	310.93		119.49
2110-10-00 Instrumental Music	1,660.94		1,656.26		4.68
2113-10-00 Band Trip	0.00				0.00
2120-10-00 Drama Club	20,723.55		8,232.77		12,490.78
2120-20-00 Musical Account	24,222.31	1,211.00	14,186.50		11,246.81
2130-10-00 Auditorium	0.00				0.00
2140-10-00 Choral Music	5,971.88	291.00	250.00		6,012.88
2145-30-00 D300 Music Festival	0.00				0.00
2145-50-00 Orchestra	3,455.34	3,887.00	1,308.00		6,034.34
2151-10-00 Music Dept.-INACTIVE	0.00				0.00
2156-10-00 PROM	0.00				0.00
2200-10-00 Amnesty International	0.00				0.00
2210-30-00 Anatomy FT Fund - Inactive	0.00				0.00
2219-10-00 Adelante Club	289.27				289.27
2220-10-00 Art Club	0.00				0.00
2222-10-00 Ceramics	0.00				0.00
2223-10-00 Charger Pride-Student Incentiv	0.00				0.00
2223-20-00 Charger Pride-Staff	9,197.06		2,170.00		7,027.06
2224-10-00 Choir - DCHS	0.00				0.00
2225-10-00 Chemistry Club	0.00				0.00
2230-10-00 Beta Club	976.26	1,330.00	719.13		1,587.13
2235-10-00 SAFE	4,390.24				4,390.24
2240-10-00 Black History Club	0.00				0.00
2252-10-00 Culinary	1,721.08				1,721.08
2255-10-00 Construction Club	0.00				0.00
2256-10-00 DC1 Heart Dance	66.75				66.75
2256-10-10 DC Steppers	0.00				0.00
2256-10-20 New Generation Dance	0.00				0.00
2256-10-30 Latin Dancing	175.00				175.00
2257-10-00 Earth/Space Club/Field Trips-I	0.00				0.00
2258-10-00 English Department	0.00				0.00

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2259-10-10 Electricity Fund	1,452.24	586.02			2,038.26
2260-10-00 Industrial Ed Club	524.84				524.84
2261-10-10 Ukulele Club	0.00				0.00
2263-10-00 Rotary Interact	1,186.16				1,186.16
2270-10-00 Enviro Science FT-Inactive	0.00				0.00
2275-10-00 Field Trips - Science	3,080.32	100.00			3,180.32
2276-10-00 Field Trips	0.00				0.00
2280-10-00 Environmental Grants Fund	250.39				250.39
2280-20-00 Environmental Club	0.00	306.00			306.00
2282-10-00 GirlUp	470.83	874.00	958.00		386.83
2285-10-00 Recycling Club	500.00				500.00
2290-10-00 Library Club	0.00				0.00
2300-10-00 ESL - English Second Language	80.50				80.50
2310-10-00 World Language (French) Club	4,239.82				4,239.82
2320-10-00 German Club	0.00				0.00
2330-10-00 Spanish Club	0.00				0.00
2340-10-00 Science Olympiad	0.00	262.00	180.00		82.00
2360-10-00 Gifted Club	0.00				0.00
2370-10-00 FACS Club	0.00	560.00		597.00	1,157.00
2375-10-00 Literary Arts Magazine	1,232.00				1,232.00
2380-10-00 Journalism Club - Inactive	0.00				0.00
2385-10-00 Poetry Club-Souls Spill Ink	667.57			500.00	1,167.57
2390-10-00 National Honor Society	2,247.51	1,126.00	1,475.00		1,898.51
2391-10-00 AVID	3,421.52		500.00		2,921.52
2392-00-00 PSI Alpha	0.00				0.00
2395-00-00 Youth in Law	243.00				243.00
2400-10-00 Peer Mediation	0.00				0.00
2401-10-00 Conflict Mediation	0.00				0.00
2408-10-00 GSA/LGBT Support Group	226.59	83.00		500.00	809.59
2410-10-00 REACH	0.00				0.00
2420-10-00 SEA-Level	0.00				0.00
2439-00-00 Peer Tutoring	0.00				0.00
2439-10-00 Freshman Mentors	298.30				298.30
2440-10-00 Individual Speech Club	0.00				0.00
2450-10-00 Debate Team	2,251.74		465.00		1,786.74
2465-10-00 VOICES	0.00				0.00
2470-10-00 Year in Review Video	0.00				0.00
2480-10-00 Yearbook	0.00				0.00
2510-10-00 O.L.A.S.	0.00				0.00
2520-10-00 VFW Essay Contest	0.00				0.00
2526-10-00 Auto Shop	66.00				66.00
2530-10-00 Chess Club	0.00				0.00
2540-10-00 Bilingual Club	0.00				0.00
2550-10-00 Fishing Club	0.00				0.00
2590-20-00 Woodshop	535.00				535.00
2590-30-00 Color Run	0.00				0.00
2590-40-00 Relay for Life	688.95				688.95
2591-10-00 Fight the Stigma	256.25				256.25
2592-10-00 Minority Leadership	193.00				193.00
2618-10-10 Operation Click	2,386.00	472.00			2,858.00
2700-10-10 Work Program/School Store	0.00				0.00
2700-10-20 Work Program/Buttons/Store	1,342.99				1,342.99
2800-10-00 INCubator Grant - Business	12,792.37	2,500.00	886.00		14,406.37
2800-10-01 INCubator-POPtime-INACTIVE	0.00				0.00
2800-10-02 INCubator-ToothpasteTab-INACTI	0.00				0.00

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2800-10-05 INCubator -SnapCase-INACTIVE	0.00				0.00
2800-10-06 INCubator-Extra Hand-INACTIVE	0.00				0.00
2800-10-07 INCubator-Party Bag-INACTIVE	0.00				0.00
2800-10-09 INCubator-Underground-INACTIVE	0.00				0.00
2800-10-10 INCubator-MaleBox-INACTIVE	0.00				0.00
2800-10-13 INCubator-FirstSTEP-INACTIVE	0.00				0.00
2800-10-14 INCubator - Poppin Party-INACT	0.00				0.00
3100-20-20 Baseball	1,397.26	7,035.05	5,171.00		3,261.31
3150-20-10 Softball	2,158.72				2,158.72
3200-20-10 Girls Basketball	2,126.16	4,291.15	2,008.80		4,408.51
3200-20-20 Boys Basketball	940.42		1,005.83		(65.41)
3210-20-10 Girls Bowling	558.81	465.00	447.00		576.81
3250-00-00 Dance Team (Poms)	543.06	6,781.55	6,094.94		1,229.67
3252-20-10 Winter Guard	0.00				0.00
3300-20-10 Girls Soccer	109.93				109.93
3300-20-20 Boys Soccer	2,658.31	2,000.00	1,922.50		2,735.81
3350-20-10 Cheerleading	7,601.35	13,025.00	13,767.20		6,859.15
3400-20-10 Girls Tennis	2,400.53	1,410.00	2,505.84		1,304.69
3400-20-20 Boys Tennis	4,771.04		2,540.85		2,230.19
3450-20-10 Girls Swimming	(128.05)	2,670.00	2,367.46		174.49
3500-20-10 Girls Track	2,387.79		282.71		2,105.08
3500-20-20 Boys Track	640.26		90.00		550.26
3600-20-10 Girls Golf	501.20		318.12		183.08
3600-20-20 Boys Golf	671.02	242.00	484.00		429.02
3650-20-10 Boys Lacrosse	1,002.51				1,002.51
3700-20-10 Football	1,702.28	18,872.75	13,354.40		7,220.63
3800-20-00 Cross Country	4,703.36	1,950.00	1,268.60		5,384.76
3850-20-00 Wrestling	7.40	5,531.32	1,166.70		4,372.02
3900-20-00 Volleyball	4,027.46	6,384.71	1,332.10		9,080.07
3999-20-00 Super Fans	592.72				592.72
4000-10-00 Sr. Class Gift	5,012.96				5,012.96
4100-30-00 General	7,404.17	1,891.03	3,244.46	(597.00)	5,453.74
4103-30-00 Coffee Club 2	0.00				0.00
4300-20-00 Sunshine Club/Staff Pride	471.07	870.00			1,341.07
4300-30-00 Guidance Fund	0.00				0.00
4405-30-00 Excel	0.00				0.00
4700-30-00 Scholarships	3,435.67		1,500.00		1,935.67
4750-10-00 Testing Prep	2,368.00	250.00			2,618.00
5000-10-10 Posadas Fundraiser	0.00				0.00
5000-30-00 Charger Golf Outing	0.00				0.00
5000-50-50 D300 United	0.00				0.00
5100-00-00 DO NOT USE	0.00				0.00
6000-00-00 Interest Income	453.13	14.56			467.69
Total Other Accounts	208,443.10	106,574.14	122,028.48	0.00	192,988.76

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	2,901.73	1,650.00	2,222.52		2,329.21
Total Cash Accounts	2,901.73	1,650.00	2,222.52	0.00	2,329.21
Other Accounts					
2000-10-00 Student Council	183.00	1,650.00	1,650.00		183.00
200A-00-00 Kindergarten	0.00				0.00
2017-00-00 Class of 2017-Inactive	0.00				0.00
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2021-10-00 Class of 2021 FT-Inactive	0.00				0.00
2022-00-00 Class of 2022-Inactive	0.00				0.00
2022-10-00 Class of 2022 FT-Inactive	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2023-10-00 Class of 2023 FT-Inactive	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2024-10-00 Class of 2024 Field Trips	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2025-10-00 Class of 2025 Field Trips	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2026-10-00 Class of 2026 Field Trips	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2027-10-00 Class of 2027 Field Trips	0.00				0.00
2028-00-00 Class of 2028	0.00				0.00
2028-10-00 Class of 2028 Field Trips	124.58			(124.58)	0.00
2029-00-00 Class of 2029	0.00				0.00
2029-10-00 Class of 2029 Field Trips	457.26				457.26
2030-00-00 Class of 2030	0.00				0.00
2030-10-00 Class of 2030 Field Trips	488.48				488.48
2031-00-00 Class of 2031	0.00				0.00
2031-10-00 Class of 2031 Field Trips	20.30				20.30
2032-00-00 Class of 2032	0.00				0.00
2032-10-00 Class of 2032 Field Trips	0.00				0.00
2033-00-00 Class of 2033	0.00				0.00
2033-10-00 Class of 2033 Field Trips	0.00				0.00
2034-00-00 Class of 2034	0.00				0.00
2034-10-00 Class of 2034 Field Trips	0.00				0.00
2216-00-00 White Pines	0.00				0.00
2550-10-00 Chorus	67.73				67.73
2560-30-00 Media Center	54.18				54.18
2590-40-00 Relay for Life	0.00				0.00
2618-40-00 Girls on the Run	0.00				0.00
4100-30-00 General Fund	180.88			124.58	305.46
4101-00-00 Field Trips	0.00				0.00
4200-10-00 Service Club	0.00				0.00
4300-30-00 Social Committee	163.66				163.66
5110-10-00 Spirit Wear - Students	0.00				0.00
5110-20-00 Spirit Wear - Faculty	0.00				0.00
5200-00-00 Fundraiser - Cookie Dough	0.00				0.00
5300-10-00 Fun Run	0.00				0.00
5310-00-00 iReady	1,074.05		572.52		501.53
5400-00-00 NED Assembly	0.00				0.00
6000-00-00 Interest Income	87.61				87.61

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Total Other Accounts	2,901.73	1,650.00	2,222.52	0.00	2,329.21

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 First American Bank Checking	0.00				0.00
1000-00-10 Harris - Checking	153,725.77	65,899.69	59,133.06		160,492.40
Total Cash Accounts	153,725.77	65,899.69	59,133.06	0.00	160,492.40
Other Accounts					
2000-10-00 Cardinal Council (Student)	2,886.24		365.00		2,521.24
2016-00-10 Class of 2016-A(DEL:2yr 15/16)	0.00				0.00
2016-00-20 Class of 2016-B(DEL:2yr 15/16)	0.00				0.00
2017-00-10 Class of 2017-A(DEL:2yr 15/16)	0.00				0.00
2017-00-20 Class of 2017-B(DEL:2yr 15/16)	0.00				0.00
2018-00-10 Class of 2018-A(DEL:2yr 16/17)	0.00				0.00
2018-00-20 Class of 2018-B(DEL:2yr 16/17)	0.00				0.00
2019-00-00 Class of 2019-A (9A 15/16)	0.00				0.00
2019-00-20 Class of 2019-B (9B 15/16)	0.00				0.00
2020-00-00 Class of 2020-A (8A 15/16)	0.00				0.00
2020-00-20 Class of 2020-B (8B 15/16)	0.00				0.00
2021-00-10 Class of 2021 - A	0.00				0.00
2021-00-20 Class of 2021 - B	0.00				0.00
2022-00-10 Class of 2022 - A	0.00				0.00
2022-00-20 Class of 2022 - B	0.00				0.00
2023-00-10 Class of 2023 - A	0.00				0.00
2023-00-20 Class of 2023 - B	0.00				0.00
2024-10-00 Class of 2024 - A	0.00				0.00
2024-20-00 Class of 2024 - B	0.00				0.00
2025-10-00 Class of 2025 - A	435.16				435.16
2025-20-00 Class of 2025 - B	544.19				544.19
2026-00-00 Class of 2026-A	811.02				811.02
2026-10-00 Class of 2026-B	752.41	1,486.37	1,486.37		752.41
2026-20-00 Class of 2026-C	216.54				216.54
2027-10-00 Class of 2027-A	128.31		(20.00)		148.31
2027-20-00 Class of 2027-B	183.19				183.19
2028-10-00 Class of 2028-A	0.00			150.00	150.00
2028-20-00 Class of 2028-B	0.00			150.00	150.00
20TG-00-00 Universal Team (PBIS)	3,188.33	526.00	662.64		3,051.69
20TY-00-00 Secondary Team	19.59				19.59
2110-10-00 Band	6,316.13		76.15		6,239.98
2130-10-00 Music Department	14,013.01	43,670.56	25,816.75		31,866.82
2140-10-00 Chorus/Vocal	7,695.05	1,995.00	2,964.53		6,725.52
2150-30-00 Musical/Ensembles	32,711.52		1,438.42		31,273.10
2155-10-00 Orchestra	14,693.59		99.00		14,594.59
2220-10-00 Art Club	3,318.15	750.00			4,068.15
2230-10-00 Beta Club	2,401.91		897.16		1,504.75
2380-10-00 Targeted Intervention Team	13.53				13.53
2391-10-00 AVID	5,733.47	60.42	501.57		5,292.32
2425-10-00 Exploratory/Spanish	446.34				446.34
2429-00-00 Mentoring	0.00				0.00
2430-10-00 Special Ed/Schiller(DEL:15/16)	0.00				0.00
2431-10-00 Life Program (SPED)	461.54				461.54
2433-10-00 Special Ed/Balletto (DEL:15/16)	0.00				0.00
2435-10-00 S.O.A.R.	1,906.72		125.00		1,781.72
2436-10-00 SWANS	0.00	97.00			97.00
2437-10-00 ELL/Eng.Lang.Learner(DEL16/17)	0.00				0.00
2481-10-00 Yearbook Club	771.88		757.88		14.00
2530-10-00 Chess Club	0.00				0.00

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2560-30-00 Book Club	6.15				6.15
2570-30-00 IMC	630.17		100.00		530.17
2580-30-00 Incentive	0.00				0.00
2590-10-00 Lions	16.11				16.11
2590-40-00 Relay for Life	400.73				400.73
2615-10-00 Midnight Mile	18,897.26				18,897.26
2619-10-00 Cardinal Care	662.84				662.84
2620-10-00 Scrapbook	102.00				102.00
2625-10-00 Schoolpalooza	517.22				517.22
2630-10-00 Ski Club	1,741.78	9,971.00	7,812.00		3,900.78
2631-10-00 Washington D.C. Trip	201.77				201.77
2635-10-00 Snowflake	1,331.31				1,331.31
2640-20-00 Science Fair Club - 7th grade	0.00				0.00
2640-30-00 Science Fair Club - 8th grade	0.00				0.00
2645-10-00 Homework Club	0.00				0.00
2650-10-00 Jazz Band	7.50				7.50
2655-10-00 Battle of the Books	5.30				5.30
2660-10-00 8th Grade Video(DEL:2yr16/17)	0.00				0.00
2665-10-00 Spelling Bee	21.34				21.34
2670-10-00 Robotics	523.00				523.00
2675-00-00 STEM	65.35				65.35
3000-20-00 Athletics (DEL:2yr 15/16)	0.00				0.00
3010-00-00 Ultimate Club	1,077.12				1,077.12
3207-20-10 Girls Basketball - 7th	35.71				35.71
3207-20-20 Boys Basketball - 7th	0.62				0.62
3208-20-10 Girl's Basketball - 8th	5.35	1,168.00	1,138.33		35.02
3208-20-20 Boy's Basketball - 8th	1.92				1.92
3250-20-10 Poms	21.36				21.36
3253-20-10 Intramural Basketball	82.06				82.06
3350-20-10 Cheerleading	31.80				31.80
3400-10-00 Color Guard	108.49	210.00	140.00		178.49
3500-10-00 Track - Boys	8.20				8.20
3500-20-00 Track - Girls	0.00				0.00
3500-20-10 Girls Track	356.93				356.93
3500-20-20 Boys Track	0.00				0.00
3600-10-00 Flag Football	199.97	900.00	797.52		302.45
3800-20-00 Cross Country	270.94	1,872.00	1,827.52		315.42
3800-20-10 Marathon Club - 6th Gr.CC Only	16.00				16.00
3840-10-00 Wiffle Ball	138.17	1,300.00	1,061.00		377.17
3850-20-00 Wrestling	183.92				183.92
3900-20-00 Volleyball	2.22				2.22
4100-30-00 General	409.98	513.00	60.00		862.98
4110-10-00 Outdoor Club	10,415.94	735.00	9,042.85		2,108.09
4210-00-00 Fall Play	5,530.87		1,162.42		4,368.45
4220-00-00 Street Ensemble	143.19				143.19
4230-00-00 Buddy Club	185.59				185.59
4300-30-00 Faculty (Social) Fund	136.00				136.00
4400-30-00 Fitness Club (PE)	5,615.26				5,615.26
4500-30-00 Flower Fund	306.20	635.00	820.95		120.25
6000-00-00 Interest Income	3,814.31	10.34		(300.00)	3,524.65
6000-10-00 Bank Corrections	(150.00)				(150.00)
Total Other Accounts	153,725.77	65,899.69	59,133.06	0.00	160,492.40

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	1,218.74		163.21		1,055.53
Total Cash Accounts	1,218.74	0.00	163.21	0.00	1,055.53
Other Accounts					
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2022-00-00 Class of 2022-Inactive	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2024-00-00 Class of 2024-Inactive	0.00				0.00
2025-00-00 Class of 2025-Inactive	0.00				0.00
2026-00-00 Class of 2026-Inactive	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	163.21		163.21		0.00
2029-00-00 Class of 2029	59.55				59.55
2030-00-00 Class of 2030	320.66				320.66
2031-00-00 Class of 2031	105.73				105.73
2032-00-00 Class of 2032	0.00				0.00
2033-00-00 Class of 2033	0.00				0.00
2034-00-00 Class of 2034	0.00				0.00
2100-10-10 Julie Voss Class-Inactive	0.10				0.10
2100-20-10 LEAP Program	15.00				15.00
2580-10-00 Action for Alzheimer	0.00				0.00
2590-30-00 Bear Necessities Fundraiser	0.00				0.00
2590-40-00 Relay for Life	0.00				0.00
4100-30-00 Miscellaneous	250.95				250.95
5010-00-00 Library Books (Birthday Club)	232.59				232.59
5020-10-00 Jump Rope for Heart-Inactive	0.00				0.00
6000-00-00 Interest Income	70.95				70.95
Total Other Accounts	1,218.74	0.00	163.21	0.00	1,055.53

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	8,858.44		1,000.75		7,857.69
Total Cash Accounts	8,858.44	0.00	1,000.75	0.00	7,857.69
Other Accounts					
2000-10-00 Student Council	0.00				0.00
200M-00-00 DO NOT USE	0.00				0.00
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2022-00-00 Class of 2022-Inactive	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2024-00-00 Class of 2024-Inactive	0.00				0.00
2025-00-00 Class of 2025-Inactive	3.00				3.00
2026-00-00 Class of 2026-Inactive	0.00				0.00
2027-00-00 Class of 2027-Inactive	0.00				0.00
2028-00-00 Class of 2028-Inactive	1,000.75		1,000.75		0.00
2029-00-00 Class of 2029	1,226.09				1,226.09
2030-00-00 Class of 2030	1,258.10				1,258.10
2031-00-00 Class of 2031	248.01				248.01
2032-00-00 Class of 2032	441.28				441.28
2033-00-00 Class of 2033	73.50				73.50
2034-00-00 Class of 2034	0.00				0.00
2140-10-10 Chorus	1,671.35				1,671.35
2151-10-00 Music Dept.	0.00				0.00
2499-20-00 Apparel Store	0.11				0.11
2499-30-00 School Store	0.00				0.00
2580-00-00 K Student Incentive	0.00				0.00
2580-00-10 1st Gr Student Incentive	0.00				0.00
2580-00-20 2nd Gr Student Incentive	0.00				0.00
2580-00-30 3rd Gr Student Incentive	0.00				0.00
2580-00-40 4th Gr Student Incentive	0.00				0.00
2580-00-50 5th Gr Student Incentive	0.00				0.00
2580-00-90 PK Student Incentive	0.00				0.00
2585-10-00 Library Fundraiser	0.00				0.00
2590-30-00 Girls on the Run	5.00				5.00
2590-40-00 Relay for Life	0.00				0.00
2590-50-00 Polar Plunge Fundraiser-Inacti	0.00				0.00
2618-30-00 Funds for Cancer	0.00				0.00
2700-10-00 Ozzie Reading Club	4.00				4.00
4100-30-00 General	631.73				631.73
4300-20-00 Staff Wear	75.00				75.00
5010-10-00 PBIS	1,449.94				1,449.94
5100-10-00 Staff Sunshine Account	0.00				0.00
6000-00-00 Interest Income	770.58				770.58
Total Other Accounts	8,858.44	0.00	1,000.75	0.00	7,857.69

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	3,092.42				3,092.42
Total Cash Accounts	3,092.42	0.00	0.00	0.00	3,092.42
Other Accounts					
2000-20-00 LIFE Program	1,004.02				1,004.02
2000-30-00 Reading	0.00				0.00
200S-00-00 PK	0.00				0.00
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019 / 5th Grade-Inac	0.00				0.00
2020-00-00 Class of 2020 / 5th Grade-Inac	0.00				0.00
2021-00-00 Class of 2021 / 5th Grade-Inac	0.00				0.00
2022-00-00 Class of 2022 - 5th Grade-Inac	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2023-10-10 Class of 2023-5th Grade Social	0.00				0.00
2024-00-00 Class of 2024-Inactive	0.00				0.00
2025-00-00 Class of 2025-Inactive	0.00				0.00
2026-00-00 Class of 2026-Inactive	0.00				0.00
2027-00-00 Class of 2027-Inactive	0.00				0.00
2028-00-00 Class of 2028	0.00				0.00
2029-00-00 Class of 2029	705.26				705.26
2030-00-00 Class of 2030	469.16				469.16
2031-00-00 Class of 2031	138.02				138.02
2032-00-00 Class of 2032	0.00				0.00
2033-00-00 Class of 2033	0.00				0.00
2151-10-00 Music Dept.	0.00				0.00
2276-10-00 Field Trips	27.02				27.02
2277-10-00 Field Days	285.35				285.35
2560-30-00 Media	0.00				0.00
2590-40-00 Relay for Life	0.00				0.00
4100-30-00 General	440.77				440.77
5000-10-00 Staff Social Account	18.55				18.55
6000-00-00 Interest Income	4.27				4.27
Total Other Accounts	3,092.42	0.00	0.00	0.00	3,092.42

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	4,574.27				4,574.27
Total Cash Accounts	4,574.27	0.00	0.00	0.00	4,574.27
Other Accounts					
2021-00-00 Class of 2021	0.00				0.00
2021-10-00 Class of 2021 Field Trips	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2022-10-00 Class of 2022 Field Trips	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2023-10-00 Class of 2023 Field Trips	29.09				29.09
2024-00-00 Class of 2024	0.00				0.00
2024-10-00 Class of 2024 Field Trips	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2025-10-00 Class of 2025 Field Trips	144.28				144.28
2026-00-00 Class of 2026	0.00				0.00
2026-10-00 Class of 2026 Field Trips	73.46				73.46
2027-10-00 Class of 2027 Field Trips	0.00				0.00
2028-10-00 Class of 2028 Field Trips	165.50				165.50
2029-10-00 Class of 2029 Field Trips	0.00				0.00
2030-10-00 Class of 2030 Field Trips	25.00				25.00
2151-10-20 Summer Music Camp	268.29				268.29
2155-10-00 Art Summer Camp	0.00				0.00
2276-10-00 Field Trips	0.02				0.02
2590-40-00 Relay for Life	144.00				144.00
4100-10-00 Family Resource Night	0.00				0.00
4100-20-00 Event Fund	472.43				472.43
4100-30-00 General	1,718.97				1,718.97
4210-00-00 Scholastic Book Fair-Fall	3.59				3.59
4220-00-00 Scholastic Book Fair-Spring	425.98				425.98
4230-00-00 Birthday Book Club	0.00				0.00
4240-00-00 Coin War	0.00				0.00
4250-00-00 Book Fiesta	0.00				0.00
4260-00-00 Santa's Workshop	0.00				0.00
4270-00-00 PBIS	202.10				202.10
4300-30-00 Teacher Special	0.66				0.66
4500-00-00 Social Committee	29.73				29.73
4600-10-00 Change Drawer	231.00				231.00
5000-10-10 Staff Spirit Wear	154.33				154.33
5000-20-10 Student Spirit Wear	0.23				0.23
5000-30-00 Playground Equipment	0.00				0.00
6000-00-00 Interest Income	485.61				485.61
Total Other Accounts	4,574.27	0.00	0.00	0.00	4,574.27

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 DO NOT USE	0.00				0.00
1000-00-10 Harris Bank Checking	13,114.05	2,703.20	12,386.22		3,431.03
Total Cash Accounts	13,114.05	2,703.20	12,386.22	0.00	3,431.03
Other Accounts					
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	168.00			(168.00)	0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	0.00				0.00
2029-00-00 Class of 2029	22.16				22.16
2030-00-00 Class of 2030	0.00				0.00
2031-00-00 Class of 2031	259.38				259.38
2032-00-00 Class of 2032	619.50				619.50
2033-00-00 Class of 2033	0.00				0.00
2034-00-00 Class of 2034	0.00				0.00
2120-10-00 Birthday Books	3,533.78	671.00	4,204.78		0.00
2120-20-00 One School One Book	710.00				710.00
2140-20-00 Chorus	0.00				0.00
2270-10-00 Environmental Science Tans	39.54				39.54
2276-10-00 Field Trips	1,004.74				1,004.74
2550-00-00 L2IFE	0.00				0.00
2590-40-00 Relay for Life	0.00				0.00
2618-40-00 Donations	0.00				0.00
4100-30-00 General	168.59			168.00	336.59
5000-50-50 D300 United	0.00				0.00
5100-00-00 Scholastic Book Fair	5,498.24	2,032.20	7,530.44		0.00
5110-00-00 Yearbook-Inactive	0.00				0.00
5120-00-00 Playground - HES	0.00				0.00
6000-00-00 Interest Income	439.12				439.12
6000-10-00 Banking Corrections	651.00		651.00		0.00
Total Other Accounts	13,114.05	2,703.20	12,386.22	0.00	3,431.03

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	193,017.86	178,628.52	147,442.91		224,203.47
Total Cash Accounts	193,017.86	178,628.52	147,442.91	0.00	224,203.47
Other Accounts					
1000-10-10 Banking Corrections	0.00				0.00
2000-10-00 Student Council	948.37		99.60		848.77
2009-00-00 Class of 2009	0.00				0.00
2010-00-00 Class of 2010	0.00				0.00
2011-00-00 Class of 2011	0.00				0.00
2012-00-00 Class of 2012	0.00				0.00
2013-00-00 Class of 2013	0.00				0.00
2014-00-00 Class of 2014	0.00				0.00
2014-10-00 Homecoming	16,413.78	16,005.00	11,016.12		21,402.66
2015-00-00 Class of 2015	0.00				0.00
2015-10-10 Class of 2015 Statue Maintenan	69.26				69.26
2016-00-00 Class of 2016-Inactive	0.00				0.00
2017-00-00 Class of 2017	0.00				0.00
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	1,370.00				1,370.00
2021-00-00 Class of 2021	2,595.17				2,595.17
2022-00-00 Class of 2022	651.08		80.70		570.38
2023-00-00 Class of 2023	2,950.11				2,950.11
2024-00-00 Class of 2024	781.49		40.00		741.49
2025-00-00 Class of 2025	3,833.23				3,833.23
2110-10-00 Band	192.56	300.00			492.56
2112-00-00 Tri M (Modern Music Masters)	5.23				5.23
2113-10-00 Music Yearly Trip-Inactive	0.00				0.00
2140-10-00 Chorus	1,025.94	2,991.00	3,272.14		744.80
2141-10-00 Market Day/Music Dept	0.00				0.00
2150-30-00 Musical	1.54				1.54
2151-10-00 Music Student Tour Account	3,019.84				3,019.84
2151-10-10 Music Trip-Inactive	0.00				0.00
2155-10-00 Orchestra	454.38				454.38
2156-10-00 Prom - Junior Class	5,712.11	1,999.38	2,900.00		4,811.49
2156-10-10 Winter Dance-Inactive	0.00				0.00
2220-10-00 Art Club	2,294.01	315.00	60.81		2,548.20
2225-10-00 Black Student Alliance	4,330.00	3,000.00			7,330.00
2230-10-00 Debate Team	717.55	1,260.00	920.00		1,057.55
2240-10-00 Drama Club	8,694.66	15,557.50	5,925.21		18,326.95
2250-10-10 GSA Club	96.25				96.25
2260-10-00 Industrial Arts	1,591.92		656.00		935.92
2265-10-00 Environmental Club/Med Careers	0.00				0.00
2276-10-00 Field Trips	2.00				2.00
2280-10-00 Fishing Club	455.69	480.40	146.04		790.05
2320-10-00 German Club	206.94				206.94
2330-10-00 Foreign Language	180.71				180.71
2330-20-00 French Club	396.78		74.78		322.00
2340-10-00 Spanish Club	70.07				70.07
2350-10-00 Language Arts Field Trips	808.00				808.00
2390-10-00 National Honor Society	1,499.98	5,901.59	250.00		7,151.57
2390-20-00 Robotics	100.91				100.91
2391-10-00 AVID	5,370.14	7,848.00	4,628.25		8,589.89
2393-10-00 PBIS	841.87	472.90			1,314.77

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2393-20-00 Coffee Shop - PBIS-Inactive	0.00				0.00
2410-00-00 Math Team	326.00	390.00	281.00		435.00
2461-00-00 WHIPLASH-Inactive	0.00				0.00
2480-10-00 Yearbook	98.16				98.16
2499-30-00 School Store	306.10	408.00			714.10
2590-40-00 Relay for Life	3,114.09				3,114.09
2618-10-10 Operation Click	1,064.80				1,064.80
2618-40-00 Paws for Cause-Inactive	0.00				0.00
2630-10-00 Ski Club-Inactive	0.00				0.00
2644-10-00 Co-Op	5,084.21				5,084.21
2645-10-00 Fellowship of Christian Athlet	0.00				0.00
2647-10-00 FACS	284.94				284.94
2650-00-00 FFA-Inactive	0.00				0.00
2655-00-00 Literary Magazine	366.68				366.68
2670-10-00 Scholastic Bowl	26.59	425.00	352.00		99.59
2671-00-00 Science	2,343.67				2,343.67
2671-10-00 Science-Six Flags GreatAmerica	0.00				0.00
2680-10-00 Marketing Class	1,202.65				1,202.65
2685-00-00 Target Edu	211.77				211.77
2686-00-00 Woodshop	140.00				140.00
2700-10-10 Theater Fest	0.00				0.00
3100-10-00 Athletic Development	0.00	2,151.66	767.90		1,383.76
3100-20-20 Baseball	8,341.89	1,089.87			9,431.76
3150-20-10 Softball	1,431.72				1,431.72
3200-20-10 Girls Basketball	1,922.55	19,584.00	17,669.77		3,836.78
3200-20-20 Boys Basketball	7,574.21	759.00	4,587.31		3,745.90
3250-20-10 Poms	4,442.23	16,572.27	18,878.09		2,136.41
3300-10-00 Dodgeball-Inactive	0.00				0.00
3300-20-10 Girls Soccer	5,076.88				5,076.88
3300-20-20 Boys Soccer	616.01				616.01
3350-20-10 Cheerleading	9,341.48	27,285.00	35,586.99		1,039.49
3400-20-10 Girls Tennis	114.06	1,621.72	731.06		1,004.72
3400-20-20 Boys Tennis	2,447.99	506.69	1,579.92		1,374.76
3500-20-10 Girls Track & Field	864.73				864.73
3500-20-20 Boys Track	216.52				216.52
3600-20-10 Boys Golf	1,301.39	2,660.00	606.31		3,355.08
3600-20-20 Girls Golf	2,502.55	4,769.00	3,532.75		3,738.80
3610-10-00 Boys Lacrosse	2,961.67	160.03	169.60		2,952.10
3610-20-00 Girls LaCrosse	1,149.00				1,149.00
3700-20-10 Football	4,043.44	2,350.00	2,608.13		3,785.31
3700-30-10 Powder Puff	0.00	1,050.00			1,050.00
3800-20-00 Boys and Girls Cross Country	779.35	11,310.00	9,637.08		2,452.27
3850-20-00 Wrestling	2,047.56	3,349.06	3,625.92		1,770.70
3900-20-00 Volleyball	4,738.11	11,385.00	10,654.75		5,468.36
3900-20-10 Volleyball Club	0.00	119.00			119.00
3990-10-00 Gatorade Fundraiser	753.91				753.91
4000-30-00 General	6,708.73				6,708.73
4050-10-00 Principal's Advisory Committee	0.00				0.00
4100-00-00 FVC Leadership	1,229.50	37.00	211.68		1,054.82
4150-00-00 Teacher Grants	22.50				22.50
4200-00-00 Veteran Memorial Freedom Wall	0.00				0.00
4210-10-00 Rachel's Challenge	20.00				20.00
4220-00-00 D300 Speaks	219.52				219.52
4300-20-00 Sunshine	92.70				92.70
4300-30-00 Spiritwear	3.03				3.03

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
4400-30-00 PE-Inactive	0.00				0.00
4700-10-00 2017 Gene Haas Scholarship	531.79				531.79
4700-10-10 2018 Gene Haas Scholarship	3,808.50		2,250.00		1,558.50
4700-10-20 2019 Gene Haas Scholarship	12,000.00		3,643.00		8,357.00
4700-10-30 2020 Gene Haas Scholarship	12,000.00				12,000.00
4700-10-40 2021 Gene Haas Scholarship	0.00	14,000.00			14,000.00
4700-20-00 Dr. Steffen Memorial Fund	0.00				0.00
4700-30-00 Scholarship & Blood Drive	5,750.00	500.00			6,250.00
4700-40-00 Drama Club Scholarship	1,350.00				1,350.00
4800-00-00 Guidance	642.52				642.52
4800-10-00 Fundraiser	0.00				0.00
5000-50-50 D300 United	0.00				0.00
6000-00-00 Interest	3,720.59	15.45			3,736.04
Total Other Accounts	193,017.86	178,628.52	147,442.91	0.00	224,203.47

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	68,532.05	15,655.06	12,620.54		71,566.57
Total Cash Accounts	68,532.05	15,655.06	12,620.54	0.00	71,566.57
Other Accounts					
2001-10-00 Student Council - MS	745.16				745.16
2016-00-00 Class of 2016-Inactive	0.00				0.00
2017-00-00 Class of 2017-Inactive	0.00				0.00
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2022-00-00 Class of 2022-Inactive	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	7,162.59				7,162.59
2027-00-00 Class of 2027	6,143.52				6,143.52
2028-00-00 Class of 2028	2,900.21	1,000.75			3,900.96
206A-10-10 Grade 6 White-Inactive	0.00				0.00
206B-10-10 Grade 6 Purple-Inactive	0.00				0.00
207A-10-10 Grade 7 White-Inactive	0.00				0.00
207B-10-10 Grade 7 Purple-Inactive	0.00				0.00
208A-10-10 Grade 8 White-Inactive	0.00				0.00
208B-10-10 Grade 8 Purple-Inactive	0.00				0.00
2111-00-00 Music Field Trip Account	2,828.02	3,253.00	3,142.25		2,938.77
2112-00-00 Band-Orh-Choir Fund-Inactive	0.00				0.00
2114-10-00 Band - MS	83.65				83.65
2120-10-00 Drama Club	10,263.61				10,263.61
2140-10-00 Chorus	2,701.09				2,701.09
2155-10-00 MS Orchestra	2,891.65				2,891.65
2210-00-00 Cafe 10A	321.87	229.50			551.37
2221-10-00 Art - MS	207.10				207.10
2230-10-00 Beta Club	1,607.97	1,493.00			3,100.97
2330-10-00 Yearlong Spanish	23.96				23.96
2361-10-24 Washington DC 2024-Inactive	0.00				0.00
2361-10-25 Washington DC 2025-Inactive	0.00				0.00
2391-10-00 AVID	7,665.66	290.00			7,955.66
2560-30-00 Library	2,340.98				2,340.98
2590-40-00 Relay for Life	0.00				0.00
2618-30-00 Random Act of Kindness - MS	314.22				314.22
2631-10-18 Washington DC 2018-Inactive	0.00				0.00
2631-10-19 Washington DC 2019-Inactive	0.00				0.00
2631-10-20 Washington DC 2020-Inactive	0.00				0.00
2631-10-21 Washington DC 2021-Inactive	0.00				0.00
2631-10-22 Washington DC 2022-Inactive	0.00				0.00
2631-10-23 Washington DC 2023-Inactive	0.00				0.00
2631-10-26 Washington DC 2026	0.00	2,860.49	2,840.84		19.65
2631-10-27 Washington DC 2027	0.00	5,917.00	1,137.59		4,779.41
2631-10-28 Washington DC 2028	0.00				0.00
2635-10-00 Snowflake - Snowball	710.96		3,319.80		(2,608.84)
2666-00-00 MS Science	739.88				739.88
2667-00-00 MS Sports	344.19	549.00	526.60		366.59
2669-00-00 MS Yearbook	5,494.89				5,494.89
2676-30-00 Washington DC 2016-Inactive	0.00				0.00

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2676-30-17 Washington DC 2017-Inactive	0.00				0.00
2699-10-00 Whip-Pur Bucks	162.61				162.61
3351-20-10 Cheerleading - MS	165.83				165.83
3850-20-00 Wrestling	0.00				0.00
3901-20-00 Volleyball - MS	0.00				0.00
4100-30-00 General	340.79	57.46	57.46		340.79
4200-10-10 MS PE	7,021.50		1,596.00		5,425.50
4250-30-00 Student Activity	5,325.82				5,325.82
5000-10-00 Kane County Cougars Outing	0.00				0.00
5000-50-50 D300 United	0.00				0.00
6000-00-00 Interest	24.32	4.86			29.18
Total Other Accounts	68,532.05	15,655.06	12,620.54	0.00	71,566.57

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 Algonquin State Bank	0.00				0.00
1000-00-10 Harris - Checking	141,021.47	91,728.86	79,010.09		153,740.24
Total Cash Accounts	141,021.47	91,728.86	79,010.09	0.00	153,740.24
Other Accounts					
1000-10-10 Banking Corrections	0.00				0.00
2000-10-00 Student Council	11,865.65	23,410.00	8,240.00	175.00	27,210.65
2010-00-00 Class of 2010	0.00				0.00
2011-00-00 Class of 2011	0.00				0.00
2012-00-00 Class of 2012	0.00				0.00
2013-00-00 Class of 2013	0.00				0.00
2014-00-00 Class of 2014	0.00				0.00
2015-00-00 Class of 2015	0.00				0.00
2016-00-00 Class of 2016	156.84				156.84
2017-00-00 Class of 2017	0.00				0.00
2018-00-00 Class of 2018	38.22				38.22
2019-00-00 Class of 2019	1,965.93		1,847.23		118.70
2020-00-00 Class of 2020	2,774.12				2,774.12
2021-00-00 Class of 2021	3,874.44		3,822.05		52.39
2022-00-00 Class of 2022	3,478.84	10,258.95	5,822.00	(100.00)	7,815.79
2023-00-00 Class of 2023	1,049.87	1,160.00	487.25		1,722.62
2024-00-00 Class of 2024	1,037.30	124.24			1,161.54
2025-00-00 Class of 2025	0.00	432.09			432.09
2110-00-10 Prom	376.29				376.29
2110-10-00 Band	4.51	45.00	45.00		4.51
2120-10-00 Drama Club	4,391.14	1,545.00	2,450.95		3,485.19
2140-10-00 Choral	2,390.00	2,371.97	3,345.00		1,416.97
2150-30-00 Musical	121.31	1,255.00	1,410.50		(34.19)
2151-10-00 Tri-M	659.00				659.00
2151-10-10 Music Industry Club- MIC	822.65				822.65
2155-10-00 Orchestra	112.45				112.45
2210-10-00 Activist Club	85.88				85.88
2220-10-00 Art Club	1,850.87				1,850.87
2230-00-00 Black Allegiance Club	655.00		22.82		632.18
2249-10-00 Business Club	0.00				0.00
2251-20-00 Anime Club	0.00				0.00
2253-10-00 Conservation	809.01				809.01
2254-10-00 Woodshop	0.00				0.00
2256-10-00 DECA-CO-OP / CWE	10.73				10.73
2257-10-00 Paranormal Club	0.00				0.00
2258-10-00 Engineering Club	161.85				161.85
2259-10-00 Film Production	203.00				203.00
2263-10-00 Interact Club	3,970.87		50.00		3,920.87
2276-10-00 Field Trips	582.52				582.52
2281-10-00 Gold Rush	68.66				68.66
2310-10-00 French Club	251.80				251.80
2320-10-00 German Club	282.64				282.64
2330-10-00 Spanish Club	194.44		25.00		169.44
2330-20-00 World Language Department	1,460.88				1,460.88
2330-30-00 Spanish	0.00				0.00
2340-10-10 Key Club	983.89	573.65	174.30	(75.00)	1,308.24
2370-10-00 FCCLA	79.42				79.42
2375-10-00 Literacy Magazine	342.00				342.00
2380-10-00 Newspaper	1,649.10				1,649.10

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2390-10-00 National Honor Society	1,764.37	1,477.20	110.00		3,131.57
2391-10-00 AVID	4,658.82		1,000.00		3,658.82
2393-10-00 PBIS	655.19				655.19
2398-00-00 Eagle Buddies	0.00				0.00
2399-00-00 Eagle Pride Advisory-Inactive	0.00				0.00
2400-10-00 Peer Mediation/SADD	202.95				202.95
2405-10-00 Debate Team	2,950.22	311.00	973.00		2,288.22
2406-10-00 DJ (Entertainment) Club	1,483.66				1,483.66
2408-10-00 GSA (Gay Straight Alliance)	292.86				292.86
2409-10-00 Hispanic Youth Alliance	0.00	75.00			75.00
2409-20-00 AAPIA-Asian Amer Pac Islander	0.00	373.95	25.00		348.95
2410-10-00 Knitting Club	20.00				20.00
2415-10-00 Science Club	1,732.87				1,732.87
2480-10-00 Yearbook	0.00				0.00
2580-10-00 Care For Cure	0.00				0.00
2590-40-00 Relay for Life	122.51				122.51
2618-10-00 JSI	933.03				933.03
2618-10-10 Operation Click	0.00				0.00
2618-30-00 Green Eagles	1,573.10		200.00		1,373.10
2618-30-10 High School Against Cancer	25.35				25.35
2630-10-00 Ski Club	510.00				510.00
2650-10-00 Bass Fishing Club	0.00				0.00
2660-10-00 Ping Pong Club	0.00				0.00
3000-10-00 Special Olympics	3,173.36				3,173.36
3001-00-00 Student Athletic Council	2,907.35				2,907.35
3100-20-20 Baseball	5,437.37	1,980.00	637.75		6,779.62
3150-20-10 Softball	9,974.35				9,974.35
3200-20-10 Girls Basketball	917.47	140.00	292.00		765.47
3200-20-20 Boys Basketball	166.33	4,135.00			4,301.33
3210-20-10 Bowling	408.92	158.00	303.97		262.95
3225-20-10 Ultimate Frisbee	0.00				0.00
3250-20-10 Dance Team	1,667.21	2,345.00	1,594.41		2,417.80
3275-00-00 Math Team	798.27				798.27
3300-20-10 Girls Soccer	1,106.99				1,106.99
3300-20-20 Boys Soccer	1,121.41				1,121.41
3350-20-10 Cheerleaders	4,809.42	21,227.37	21,083.24		4,953.55
3400-20-10 Girls Tennis	483.84		97.50		386.34
3400-20-20 Boys Tennis	2,457.94				2,457.94
3450-20-10 Girls Swimming	501.51				501.51
3450-20-20 Boys Swimming	97.47	270.00	253.00		114.47
3500-20-10 Girls Track & Field	27.02				27.02
3500-20-20 Boys Track	2,606.27				2,606.27
3600-20-10 Girls Golf	263.00	97.90	210.97		149.93
3600-20-20 Boys Golf	47.88				47.88
3650-20-10 Boys Lacrosse	0.00	1,134.96	465.00		669.96
3700-20-10 Football	2,295.60	14,661.87	15,302.84		1,654.63
3800-20-00 Cross Country	137.89	1,538.41	1,085.02		591.28
3840-20-00 Power Lifting	0.00				0.00
3850-20-00 Wrestling	3,020.93				3,020.93
3900-20-00 Volleyball	7,306.92				7,306.92
4100-30-00 General	932.98				932.98
4110-10-00 Eagle Minds Matter	2,514.86	51.30	2,186.16		380.00
4200-10-00 Eagle's Wings Food Pantry	11,449.75	560.00			12,009.75
4300-30-00 Faculty Fund	0.00				0.00
4300-30-10 Eagle Pride Advisory Committee	200.55				200.55

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
4800-00-00 Guidance	0.00				0.00
5000-50-50 D300 United	0.00				0.00
6000-00-00 Interest	8,502.56	16.00	5,448.13		3,070.43
Total Other Accounts	141,021.47	91,728.86	79,010.09	0.00	153,740.24

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2020 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	5,866.03	187.00	187.00		5,866.03
Total Cash Accounts	5,866.03	187.00	187.00	0.00	5,866.03
Other Accounts					
2019-00-00 Class of 2019 - Inactive	0.00				0.00
2020-00-00 Class of 2020 - Inactive	0.00				0.00
2021-00-00 Class of 2021 - Inactive	0.00				0.00
2022-00-00 Class of 2022 - Inactive	0.00				0.00
2023-00-00 Class of 2023 - Inactive	0.00				0.00
2024-00-00 Class of 2024 - Inactive	0.00				0.00
2025-00-00 Class of 2025 - Inactive	0.00				0.00
2026-00-00 Class of 2026 - Inactive	0.00				0.00
2027-00-00 Class of 2027	105.00				105.00
2028-00-00 Class of 2028	0.00				0.00
2029-00-00 Class of 2029	263.84				263.84
2030-00-00 Class of 2030	54.12				54.12
2031-00-00 Class of 2031	0.00				0.00
2032-00-00 Class of 2032	5.00				5.00
2033-00-00 Class of 2033	0.00				0.00
2590-40-00 Relay for Life	0.00				0.00
2631-10-00 Field Trip Grant Funds	94.47				94.47
3010-00-00 PE Club	979.88				979.88
3020-10-00 Leopards Chorus Club	1,837.67				1,837.67
3030-10-00 Band and Orchestra	109.50				109.50
3030-20-00 ILMEA	0.00				0.00
4100-30-00 Principal Discretionary Fund	1,509.14				1,509.14
4100-30-10 Water - Inactive	0.00				0.00
4300-30-00 Staff Account	0.00				0.00
4400-10-00 Karen Fitzsimmons Memorial	521.50				521.50
5010-00-10 Jump Rope for Heart	0.00	187.00	187.00		0.00
5020-00-00 Ned Show / Yo-yo	0.00				0.00
5030-00-00 Kiva	0.00				0.00
5030-10-00 Heavenly Hats	0.00				0.00
5040-00-00 Kane County Cougars Reading	0.00				0.00
5900-00-00 Miscellaneous	48.86				48.86
6000-00-00 Interest Income	337.05				337.05
Total Other Accounts	5,866.03	187.00	187.00	0.00	5,866.03

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	17,770.15	2,549.41	1,074.00		19,245.56
Total Cash Accounts	17,770.15	2,549.41	1,074.00	0.00	19,245.56
Other Accounts					
2001-10-10 PBIS (Student Council)	2,915.25	2,519.00	444.00		4,990.25
2016-00-30 Class of 2016- TO BE DELETED	0.00				0.00
2017-00-00 Class of 2017 TO BE DELETED	0.00				0.00
2018-00-00 Class of 2018-TO BE DELETED	0.00				0.00
2019-00-00 Class of 2019-TO BE DELETED	0.00				0.00
2020-00-00 Class of 2020 TO BE DELETED	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.15				0.15
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027 - Fifth	0.00				0.00
2028-00-00 Class of 2028 - Fourth	112.59				112.59
2029-00-00 Class of 2029 - Third	1,012.10				1,012.10
2030-00-00 Class of 2030 - Second	714.83				714.83
2031-00-00 Class of 2031 - First	1,889.95				1,889.95
2032-00-00 Class of 2032 - Kindergarten	394.17				394.17
2033-00-00 Class of 2033 - PreK	82.00				82.00
2034-00-00 Class of 2034	0.00				0.00
2035-00-00 Class of 2035	0.00				0.00
2110-10-00 Band	16.70				16.70
2151-10-00 Music Club	5,647.43				5,647.43
2230-10-00 Beta Club	42.46				42.46
2270-10-00 Earth Club	754.19				754.19
2590-40-00 Relay for Life	0.00				0.00
2617-00-00 DareTo Be Rare - Inactive	0.00				0.00
2617-10-00 Man In Demand & Dare to be Rar	778.25				778.25
2618-30-00 Families in Need	160.41				160.41
2657-00-00 Family Night-Math Night	523.66				523.66
2657-10-00 Family Night-Reading Night	1,443.51		610.00		833.51
4100-30-00 Miscellaneous/General	92.68	20.00	20.00		92.68
4250-30-00 Student Incentive - Inactive	0.00				0.00
4300-30-00 Sunshine Fund	265.97	10.00			275.97
6000-00-00 Interest Income	923.85	0.41			924.26
Total Other Accounts	17,770.15	2,549.41	1,074.00	0.00	19,245.56

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 DO NOT USE	0.00				0.00
1000-00-10 Harris - Checking	2,962.14				2,962.14
Total Cash Accounts	2,962.14	0.00	0.00	0.00	2,962.14
Other Accounts					
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2022-00-00 Class of 2022-Inactive	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2024-00-00 Class of 2024-Inactive	0.00				0.00
2025-00-00 Class of 2025-Inactive	0.00				0.00
2026-00-00 Class of 2026-Inactive	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	40.00			(40.00)	0.00
2029-00-00 Class of 2029	31.49				31.49
2030-00-00 Class of 2030	282.29				282.29
2031-00-00 Class of 2031	67.16				67.16
2032-00-00 Class of 2032	17.00				17.00
2033-00-00 Class of 2033	0.00				0.00
2034-00-00 Class of 2034	0.00				0.00
205A-00-00 5th Grade - A	0.00				0.00
2276-10-00 Field Trips	100.97				100.97
2482-10-00 Yearbook	279.98				279.98
2590-40-00 Relay for Life	65.50				65.50
2618-40-00 Disaster Relief	0.00				0.00
4100-30-00 General	1,130.87			40.00	1,170.87
4200-00-00 Liberty Chorus	19.70				19.70
4300-10-00 Jump Rope For Heart	0.00				0.00
4400-00-00 Reach for the Stars	0.00				0.00
5000-10-00 Student Assistance Account	725.98				725.98
6000-00-00 Interest Income	201.20				201.20
Total Other Accounts	2,962.14	0.00	0.00	0.00	2,962.14

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	3,935.41	77.00			4,012.41
Total Cash Accounts	3,935.41	77.00	0.00	0.00	4,012.41
Other Accounts					
200M-00-00 Special Ed - A	0.00				0.00
200N-00-00 Special Ed-B	0.00				0.00
2016-00-00 Class of 2016	0.00				0.00
2017-00-00 Class of 2017	0.00				0.00
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	43.50				43.50
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	0.00				0.00
2029-00-00 Class of 2029	4.35				4.35
2030-00-00 Class of 2030	0.00				0.00
2031-00-00 Class of 2031	80.00				80.00
2032-00-00 Class of 2032	0.00				0.00
2033-00-00 Class of 2033	0.00				0.00
2151-10-00 Music Dept.	0.00				0.00
2510-00-00 Scholastic Book Fair/Follett	73.67				73.67
2560-30-00 Library Books	0.00				0.00
2590-40-00 Relay for Life	0.00				0.00
3100-00-00 Yearbook	1,333.82				1,333.82
4100-00-00 Artworks Program	2,000.00				2,000.00
4100-20-00 Book Club	0.00				0.00
4100-30-00 General	272.64				272.64
4250-30-00 Student Activity-Inactive	0.00				0.00
4300-10-00 Staff Spiritwear	14.44	77.00			91.44
4300-20-00 Sunshine	0.00				0.00
6000-00-00 Interest Income	112.99				112.99
6010-10-00 Bank Errors - Reconciling Item	0.00				0.00
Total Other Accounts	3,935.41	77.00	0.00	0.00	4,012.41

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	1,796.10	5,482.07	5,747.87		1,530.30
Total Cash Accounts	1,796.10	5,482.07	5,747.87	0.00	1,530.30
Other Accounts					
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	0.00				0.00
2590-30-00 Girls on the Run	69.01				69.01
2590-40-00 Relay for Life	0.00				0.00
2600-10-00 Robert Chaney	0.00				0.00
3000-10-00 McDonald Fundraiser	0.00				0.00
4100-30-00 General	456.71			190.85	647.56
4250-20-00 Student Spiritwear	0.00				0.00
4250-30-00 Staff Spirit Wear	6.48				6.48
4300-30-00 Social Fund	558.19				558.19
4400-10-00 Scholastic Book Fair	0.00	5,602.07	5,602.07		0.00
4400-20-00 Follett Book Fair	0.00				0.00
4400-30-00 Anderson's Book Fair	45.54			(45.54)	0.00
5000-10-00 Yearbook	514.86	(120.00)	145.80		249.06
6000-00-00 Interest Income	145.31			(145.31)	0.00
Total Other Accounts	1,796.10	5,482.07	5,747.87	0.00	1,530.30

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	2,975.72				2,975.72
Total Cash Accounts	2,975.72	0.00	0.00	0.00	2,975.72
Other Accounts					
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2022-00-00 Class of 2022-Inactive	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2024-00-00 Class of 2024-Inactive	0.00				0.00
2025-00-00 Class of 2025-Inactive	0.00				0.00
2025-10-00 Class of 2025-LEAP	0.00				0.00
2026-00-00 Class of 2026-Inactive	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	27.24				27.24
2029-00-00 Class of 2029	507.19				507.19
2030-00-00 Class of 2030	0.10				0.10
2031-00-00 Class of 2031	245.90				245.90
2032-00-00 Class of 2032	192.00				192.00
2033-00-00 Class of 2033	0.00				0.00
2035-00-00 Class of 2035	0.00				0.00
20CC-00-00 Cross Categorical Class	0.00				0.00
2151-10-00 Choir	0.00				0.00
2160-00-00 Literacy	157.55				157.55
2560-30-00 Media	566.89				566.89
2590-40-00 Relay for Life	0.00				0.00
3000-20-00 After School Rec	1.00				1.00
3500-10-00 PBIS	603.90				603.90
3500-20-00 Student Council	265.80				265.80
4100-30-00 General	215.69				215.69
4200-00-00 Staff Casual Charity-Inactive	0.00				0.00
5000-50-50 D300 United	0.00				0.00
5100-10-00 Neubert Social Committee	159.23				159.23
6000-00-00 Interest Income	33.23				33.23
Total Other Accounts	2,975.72	0.00	0.00	0.00	2,975.72

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	2,856.03	574.00	102.00		3,328.03
Total Cash Accounts	2,856.03	574.00	102.00	0.00	3,328.03
Other Accounts					
2000-30-00 Student Council	0.00				0.00
200A-00-00 Kindergarten-Inactive	0.00				0.00
200M-00-00 Special ED - Instruct. Primary	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	0.00				0.00
2029-00-00 Class of 2029	0.00				0.00
2030-00-00 Class of 2030	117.00				117.00
2031-00-00 Class of 2031	0.00				0.00
2590-40-00 Relay for Life	1,248.02				1,248.02
2618-40-10 Jump Rope for Heart	0.00				0.00
4100-00-00 PBIS	341.00	574.00			915.00
4150-00-00 Math Night	108.00				108.00
4200-00-00 Picture Comm Misc-Inactive	0.00				0.00
4260-00-00 Playground Funds	0.00				0.00
4300-00-00 General Fund	681.21		102.00		579.21
5010-00-00 School Fundraisers	0.00				0.00
5020-10-00 Tiger Fundraiser	0.00				0.00
5030-10-00 School Store	269.06				269.06
5500-00-00 Staff Social Account	1.36				1.36
6000-00-00 Interest Income	90.38				90.38
Total Other Accounts	2,856.03	574.00	102.00	0.00	3,328.03

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	7,589.59	1,802.53	579.10		8,813.02
Total Cash Accounts	7,589.59	1,802.53	579.10	0.00	8,813.02
Other Accounts					
2014-10-00 Kindergarten Grade Level Funds	576.89				576.89
2014-10-01 1st Grade Level Funds	190.01				190.01
2014-10-02 2nd Grade Level Funds	2.32				2.32
2014-10-03 3rd Grade Level Funds	253.36				253.36
2014-10-04 4th Grade Level Funds	1,149.19	60.00	30.00		1,179.19
2014-10-05 5th Grade Level Funds	911.00				911.00
2014-10-06 Preschool Grade Level Funds	0.00				0.00
2017-00-00 Class of 2017 - Inactive	0.00				0.00
2020-00-00 Class of 2020 - Inactive	0.00				0.00
2021-00-00 Class of 2021 - Inactive	0.00				0.00
2022-00-00 Class of 2022 - Inactive	0.00				0.00
2023-00-00 Class of 2023 - Inactive	0.00				0.00
2024-00-00 Class of 2024 - Inactive	0.00				0.00
2025-00-00 Class of 2025 - Inactive	0.00				0.00
2026-00-00 Class of 2026 - Inactive	0.00				0.00
2027-00-00 Class of 2027 - Inactive	0.00				0.00
2028-00-00 Class of 2028 - Inactive	63.63			(63.63)	0.00
2029-00-00 Class of 2029	0.45				0.45
2030-00-00 Class of 2030	20.00				20.00
2031-00-00 Class of 2031	0.00				0.00
2032-00-00 Class of 2032	88.00				88.00
2033-00-00 Class of 2033	0.00				0.00
2034-00-00 Class of 2034	0.00				0.00
2151-10-00 Music Dept.	0.00				0.00
2152-10-00 Choir	0.00				0.00
2590-40-00 Relay for Life	30.62			(30.62)	0.00
3010-00-00 We Act Fundraiser	806.69				806.69
3100-00-00 Spiritwear (PBIS)	801.15				801.15
3200-00-00 Media Center	91.70				91.70
3300-10-00 Student Council	158.18				158.18
3300-20-00 Perry Fundraising	0.00	1,671.03			1,671.03
3310-10-00 Girls On The Run	337.00				337.00
3350-00-00 Kane County Cougars Grant	810.89		419.02		391.87
4100-30-00 General	158.58			94.25	252.83
4200-00-00 Perry Teacher Social Account	815.28	71.50	130.08		756.70
4300-00-00 Retired Teacher Fund	324.65				324.65
6000-00-00 Interest Income	0.00				0.00
Total Other Accounts	7,589.59	1,802.53	579.10	0.00	8,813.02

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	988.12	1,044.00	1,108.50		923.62
Total Cash Accounts	988.12	1,044.00	1,108.50	0.00	923.62
Other Accounts					
2019-00-00 Class of 2019	0.00				0.00
201A-00-00 1st Grade	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	45.73			(45.73)	0.00
2029-00-00 Class of 2029 - 5th Grade	645.32	1,044.00	1,108.50		580.82
2030-00-00 Class of 2030 - 4th Grade	64.77				64.77
2031-00-00 Class of 2031 - 3rd Grade	0.00				0.00
2032-00-00 Class of 2032 - 2nd Grade	0.00				0.00
2033-00-00 Class of 2033 - 1st Grade	0.00				0.00
2034-00-00 Class of 2034 - Kindergarten	0.00				0.00
2151-10-00 Music Dept./ILMEA	0.00				0.00
2274-10-00 5th Grade Lunch Bunch	0.00				0.00
2275-10-00 5th Grade Outdoor Education	0.00				0.00
2560-30-00 Library - Birthday Books	0.08				0.08
2590-40-00 Relay for Life	0.00				0.00
2590-50-00 Veteran Day's Activity	0.00				0.00
4100-30-00 Principal Discretionary	19.24			45.73	64.97
4250-30-00 Student Activity	0.00				0.00
5000-50-50 D300 United	0.00				0.00
6000-00-00 Interest Income	214.98				214.98
6000-10-00 Bank Related Adjustments	(2.00)				(2.00)
Total Other Accounts	988.12	1,044.00	1,108.50	0.00	923.62

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	45,882.65	28,307.79	34,739.10		39,451.34
Total Cash Accounts	45,882.65	28,307.79	34,739.10	0.00	39,451.34
Other Accounts					
2000-10-00 Student Council	3,569.46	4,788.00	4,095.65		4,261.81
200A-00-00 Kindergarten-Inactive	0.00				0.00
2013-00-30 Class of 2013-C-Inactive	0.00				0.00
2014-00-20 Class of 2014-B-Inactive	0.00				0.00
2015-00-10 Class of 2015-A-Inactive	0.00				0.00
2015-00-20 Class of 2015-B-Inactive	0.00				0.00
2016-00-10 Class of 2016-A-Inactive	0.00				0.00
2016-00-20 Class of 2016-B-Inactive	0.00				0.00
2016-00-30 Class of 2016-C-Inactive	0.00				0.00
2017-00-10 Class of 2017-A-Inactive	0.00				0.00
2017-00-20 Class of 2017-B-Inactive	0.00				0.00
2017-00-30 Class of 2017-C-Inactive	0.00				0.00
2018-00-00 Class of 2018A-Inactive	0.00				0.00
2018-00-10 Class of 2018B-Inactive	0.00				0.00
2018-00-20 Class of 2018C-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2019-00-10 Class of 2019A-Inactive	0.00				0.00
2019-00-20 Class of 2019B-Inactive	0.00				0.00
2019-00-30 Class of 2019C-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2020-00-10 Class of 2020A-Inactive	0.00				0.00
2020-00-20 Class of 2020B-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2021-00-10 Class of 2021-A-Inactive	0.00				0.00
2021-00-20 Class of 2021-B-Inactive	0.00				0.00
2022-00-00 Class of 2022-A	0.00				0.00
2022-00-20 Class of 2022-B	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2023-10-10 Class of 2023-A	0.00				0.00
2023-20-00 Class of 2023-B	0.00				0.00
2024-00-00 Class of 2024-A	0.00				0.00
2024-00-10 Class of 2024-B	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2025-00-10 Class of 2025-A	164.50		164.50		0.00
2025-00-20 Class of 2025-B	250.37		250.37		0.00
2026-00-00 Class of 2026-A	268.91				268.91
2026-10-00 Class of 2026-B	238.46				238.46
2027-00-00 Class of 2027-A	580.49				580.49
2027-10-00 Class of 2027-B	478.33				478.33
2028-00-00 Class of 2028-A	21.23				21.23
2028-10-00 Class of 2028-B	0.00				0.00
2029-00-00 Class of 2029	14.69	331.00	293.45		52.24
2030-00-00 Class of 2030	464.12	496.00	375.00		585.12
2031-00-00 Class of 2031	3.00				3.00
2032-00-00 Class of 2032	128.66				128.66
2033-00-00 Class of 2033	0.00	238.00	150.00		88.00
2034-00-00 Class of 2034	0.00		50.01		(50.01)
2115-00-00 Music - Elementary	750.07				750.07
2150-30-00 Musicals	4,817.09		823.80		3,993.29
2151-10-00 Music Dept.	944.96	3,713.55	4,119.51		539.00

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2021 through 2/28/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2155-10-00 Orchestra-Inactive	0.00				0.00
2160-10-00 Orchestra - Fifth Grade	0.00				0.00
2220-10-00 Art Club	412.02	280.99	329.22		363.79
2230-10-00 Beta Club	15,519.74	5,487.20	12,969.80		8,037.14
2276-10-00 Field Trips	534.77				534.77
2340-10-00 Spelling Bee	46.03				46.03
2350-00-00 Battle of the Books	0.00				0.00
2391-10-00 AVID	3,723.28				3,723.28
2392-10-00 HANDS Club	0.06				0.06
2393-10-00 PBIS Middle School	563.20	2,144.03	1,573.71		1,133.52
2393-20-00 PBIS Elementary	887.95	150.00			1,037.95
2481-10-00 Yearbook - MS	5,362.28	901.00			6,263.28
2482-10-00 Yearbook - ELE	287.39	126.00			413.39
2560-30-00 Birthday Book Club	40.80	695.00	542.19	(20.00)	173.61
2560-40-00 Library-Book Fair	226.29	7,819.63	7,477.09	(352.00)	216.83
2590-10-00 Boys Basketball Lions Club	0.66				0.66
2590-20-00 Girls Basketball Lions Club	70.22	528.00	342.00	(198.20)	58.02
2590-40-00 Relay for Life	0.00				0.00
2631-10-00 Washington D.C. Trip-Inactive	0.00				0.00
2640-30-00 Science Fair	164.46				164.46
2660-00-00 Math Club	98.86	96.00	194.00		0.86
2668-00-00 Track	10.68				10.68
3250-20-10 Poms	543.02	240.00	317.60		465.42
3251-20-10 Intramural Poms-Inactive	0.00				0.00
3350-20-10 Cheerleading	1,023.60				1,023.60
3351-20-10 Intramural Cheer-Inactive	0.00				0.00
3710-10-00 Ultimate Frisbee-Inactive	0.00				0.00
3830-00-00 Basketball - Girls	0.00	16.00			16.00
3840-00-00 Basketball - Boys	0.00				0.00
3850-20-00 Wrestling	142.55				142.55
3900-20-00 Volleyball	0.50				0.50
4100-30-00 General	658.67	179.96	596.20	570.20	812.63
4105-30-00 Student Assistance Account	1,730.32				1,730.32
4400-30-00 PE - MS	14.52				14.52
4401-30-00 PE - Elementary	243.09				243.09
4480-30-00 Barb Dubow Wal-Mart	172.80				172.80
5100-00-00 D300 Honors Band Concert-Inact	0.00				0.00
5200-10-00 Red Cross/Tornado Relief	0.00				0.00
5500-10-00 Bank Correction	0.00	75.00	75.00		0.00
6000-00-00 Interest Income	710.55	2.43			712.98
Total Other Accounts	45,882.65	28,307.79	34,739.10	0.00	39,451.34

COMMUNITY UNIT SCHOOL DISTRICT 300

HUMAN RESOURCES REPORT

April 26, 2022

Page 1

ADMINISTRATORS

1. Recommend the following be employed by Community Unit School District 300 for the **2022-2023** school year and be compensated according to the Certified Administrators' and Supervisory Staff Compensation and Benefits Handbook:

Name	Position	Location	Annual Salary	Effective
Monroe, Sarah	Assistant Principal	Wright Elementary School	\$81,470	July 1, 2022

RESIGNATION - ADMINISTRATORS

1. Recommend approval of the following letter of resignation:

Name	Position	Location	Effective
Schaefer, Brandon	Education Service Specialist	Perry Elementary School	June 30, 2022

RETIREMENT - ADMINISTRATORS

None

CERTIFIED PERSONNEL

None

OTHER EMPLOYMENT - CERTIFIED PERSONNEL

None

RESIGNATION – CERTIFIED PERSONNEL

1. Recommend approval of the following letters of resignation:

Name	Position	Location	Effective
Anderson, Janelle	Cross Categorical	Perry Elementary School	End of the 2021-2022 school year
Carey, Emily	Pre-School For All	Parkview Elementary School	End of the 2021-2022 school year
Cavallari, Lisa	Cross Categorical	Carpentersville Middle School	End of the 2021-2022 school year

Leave of absence requests are attached separately for Board of Education approval.

COMMUNITY UNIT SCHOOL DISTRICT 300

HUMAN RESOURCES REPORT

April 26, 2022

Page 2

Name	Position	Location	Effective
Flores, Lorena	7 th Grade Science - ESL	Carpentersville Middle School	End of the 2021-2022 school year
Rose, Jacquelynn	Student Assistance Advisor	Sleepy Hollow Elementary School	End of the 2021-2022 school year
Trossen, Nicholas	Social Studies	Dundee-Crown High School	End of the 2021-2022 school year

OTHER RESIGNATION - CERTIFIED PERSONNEL

None

RETIREMENT - CERTIFIED PERSONNEL

1. Recommend approval of the following requests to retire under TRS guidelines:

Name	Position	Location	Effective
Burmeister, Kelly	3 rd Grade	Gilberts Elementary School	End of the 2021-2022 school year
Dittman, Rosemary	Bilingual Cross Categorical	Parkview Elementary School	End of the 2022-2023 school year

DISMISSAL – CERTIFIED PERSONNEL

None

SUPERVISOR/MANAGER – EDUCATIONAL SUPPORT PERSONNEL

None

RESIGNATION – SUPERVISOR/MANAGER EDUCATIONAL SUPPORT PERSONNEL

None

RETIREMENT – SUPERVISOR/MANAGER EDUCATIONAL SUPPORT PERSONNEL

None

DISMISSAL – SUPERVISOR/MANAGER EDUCATIONAL SUPPORT PERSONNEL

None

Leave of absence requests are attached separately for Board of Education approval.

COMMUNITY UNIT SCHOOL DISTRICT 300

HUMAN RESOURCES REPORT

April 26, 2022
Page 3

EDUCATIONAL SUPPORT PERSONNEL

1. Recommend employment of the following educational support personnel:

Name	Position	Location	Hourly Rate	Type
Guzman, Ivan	Night Custodian	Jacobs High School	\$16.91	Replacement
Modrich, Thomas	Paraeducator	Carpentersville Middle School	\$14.77	Replacement
Perez, Rosalinda	Night Custodian	Hampshire High School	\$16.91	Replacement
Valenzuela, Rodolfo	Night Custodian	Westfield Community School	\$16.91	Replacement

RESIGNATION – EDUCATIONAL SUPPORT PERSONNEL

1. Recommend approval of the following letters of resignation:

Name	Position	Location	Effective
Brown, Austin	Paraeducator	deLacey Family Education Center	April 22, 2022
Moore, Tracey	Paraeducator	Hampshire Elementary School	End of 2021-2022 school year

DISMISSAL – EDUCATIONAL SUPPORT PERSONNEL

None

RETIREMENT – EDUCATIONAL SUPPORT PERSONNEL

None

COACHING/VOLUNTEER – EDUCATIONAL SUPPORT PERSONNEL

1. Recommend approval of the following volunteer coaches:

Name	Location	Type
Drendel, Mark	Hampshire High School	Girls Varsity Track
Cunningham, Jeff	Jacobs High School	Boys Varsity Tennis

Leave of absence requests are attached separately for Board of Education approval.

COMMUNITY UNIT SCHOOL DISTRICT 300

HUMAN RESOURCES REPORT

April 26, 2022

Page 4

DISTRICT POSITION TRANSFERS

None

Leave of absence requests are attached separately for Board of Education approval.

**Freedom of Information
Board Report
April 12, 2022**

FOIA#	<u>Date of Request</u>	<u>Requestor</u>	<u>Subject</u>	<u>Date Completed/ STATUS</u>	<u>Time to complete in hours</u>
83-2022	3/8/2022	George Ward Midwest Paper Retriever, LLC.	Commercial Purpose - Requesting the current open bid for waste and recycling services for the most recent award/contract and any bid results from the last bid	Completed 3/15/2022	1.5
84-2022	3/10/2022	FOIA Requester Community Member	Requesting the Plante Moran audit report.	Completed 3/11/2022	1
85-2022	3/14/2022	Cal Skinner McHenry County Blog	Requesting documents concerning the Minnesota canoe trip by Dundee Middle School Principal Leo LaBrie mentioned on the the March 15, 2022, Board of Education agenda	Completed 3/18/2022	2
86-2022	3/15/2022	Sharon Fetting Community Member	Please provide me with the written instructions on how to file a claim against the school insurance Policy number QEL01010-05 QBPE-3001-CW (03-20). Including the claim form I need to fill out to hand into the school.	Completed 3/18/2022	2
87-2022	3/16/2022	Clarissa Bartlett Community Member	Requesting information on bonds, security bonds and/or information on filing a claim(s) against liability insurance for each of the District 300 board members from 05/2021-03/15/2022.	Completed 3/18/2022	1.5
88-2022	3/16/2022	Clarissa Bartlett Community Member	Requesting any correspondence from District 300 with any of the words "Clarissa Bartlett" "Chris Bartlett" "Grace Bartlett" "Faith Bartlett" and "Ryan Bartlett" from 08/2021 - 03/15/2022	Completed 3/23/2022	5
89-2022	3/16/2022	Clarissa Bartlett Community Member	Requesting any information on MBM / LSA Conversion training.	Completed 3/17/2022	1.5
90-2022	3/17/2022	Clarissa Bartlett Community Member	Request information including a step by step set of instructions on how to file a formal administrative complaint against the school district for implementation & enforcement of an unlawful policy.	Completed 3/21/2022	1
91-2022	3/17/2022	Dave Shallcross Community Member	Requesting any texts or emails from Friday 2/4/2022, Monday 2/7/22, and Tuesday 2/8/2022 with words: Harkin, mask, safety, and threat Requesting any text or emails from Monday 2/28 and Tuesday 3/1 with words: Harkin, Gary D Wright, Melanie Gravel, masks, library and media.	Completed 3/21/2022	1
92-2022	3/30/2022	Curt Drathring Community Member	My sister who is now deceased, attended Dundee High School around 1958. For genealogical purposes I am trying to determine where she lived during that time. I know it was in Carpentersville, but I do not know the exact street address. I was hoping you might still have records with that information. Her name was Marbara Drathring and her parents were Marjorie and Kenneth Bracken.	Completed 4/4/2022	1
93-2022	4/1/2022	Clarissa Bartlett Community Member	How many insurance/liability claims and/or bond claims have been submitted from 06/01/2021 - 03/31/2022 in District 300 and why?	Pending	
94-2022	4/4/2022	Sharon Fetting Community Member	Please provide the OPT out form for all grades for sex education. Please provide curriculum for sex ed for grades k-5, including all reading, forms and surveys which will be pass out in the classrooms.	Completed 4/5/2022	1.5

**Freedom of Information
Board Report
April 26, 2022**

FOIA#	<u>Date of Request</u>	<u>Requestor</u>	<u>Subject</u>	<u>Date Completed/ STATUS</u>	<u>Time to complete in hours</u>
93-2022	4/1/2022	Clarissa Bartlett Community Member	How many insurance/liability claims and/or bond claims have been submitted from 06/01/2021 - 03/31/2022 in District 300 and why?	Completed 4/7/2022	2.5
95-2022	4/7/2022	Sharon Fetting Community Member	Please provide me with the opt out form for the 2022 to 2023 school year for the sexual education standards for K-12th grades. Plus, the 2022 to 2023 curriculum for sexual education standards K-12th grades.	Completed 4/7/2022	1
96-2022	4/7/2022	Jen Anselmo SMART Local 265	Requesting information regarding any new construction, renovation and/or maintenance work planned for any building owned or leased by your district which includes the scopes listed below, for calendar year 2022. In addition, if any contracts have already been awarded, please include the names and contact information of those contractor(s) and/or sub-contractor(s). (1) HVAC (Heating, Air Conditioning, Ventilation), Exhaust Systems, (2) Architectural Metals used for weatherproofing and/or ornamental purposes, (3) Gutters and /or Downspouts, (4) New installation and/or replacement of lockers, (5) New installation and/or replacement of toilet partitions, (6) Kitchen Renovations, (7) Current HVAC Maintenance Contracts.	Completed 4/8/2022	1.5
97-2022	4/8/2022	Sharon Fetting Community Member	Please provide me with Sharon Fetting's 8 individual insurance claim numbers filed against the school's liability insurance. Including any paperwork filed between the school, insurance company and Lisa Calloway practice concerning Sharon Fetting's claim. Dating back to January 25, 2022.	Pending	
98-2022	4/20/2022	Sharon Fetting Community Member	Is the school issuing any SEL social credit score in any of the children's file, attached to their school ID and SS number? If the school is not doing it this school year, is D300 implementing a social credit score for the school year 2022-2023 for any of the grades?	Pending	
99-2022	4/20/2022	Sharon Fetting Community Member	Has D300 provided or recommended any "Antiracism, Implicit or Unconscious Bias Training" as professional development for your teachers? If so, what companies have you hired for the training and how much did you pay them? Please provide all training materials which were provided to the teachers.	Pending	



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: April 1, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Shelley Nacke,
Assistant Superintendent of Education
Services

Presented at the following Board Meetings	
Construction/Facility	
Finance	
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Memo of Understanding- Kiddie Academy

Background

The District works with Kiddie Academy of Carpentersville for the purposes of providing comprehensive supportive services to young children and families served by the Preschool Expansion Program.

Recommendation

The administration recommends approving the Memo of Understanding for Comprehensive Services with Kiddie Academy of Carpentersville as presented.

Memorandum of Understanding for Comprehensive Services

Service Category: Health Dental Mental Health
 Family Services Other _____

This Memorandum of Understanding is entered into by and between:

Kiddie Academy of Carpentersville (Preschool Expansion Subgrantee) and

Board of Education of Community Unit School District 300 (Service Provider/Community Partner) for the purposes of providing comprehensive supportive services to young children and families served by the Preschool Expansion Program. The district/organization named above has received federal funds from the State of Illinois' Preschool Development Grant award and comprehensive services are a mandated requirement for receipt of those funds.

The goals of this agreement will be:

- Establish a relationship to assist us in developing a comprehensive service delivery system to the families we serve.
- To develop a seamless referral and follow up system to address the complex need of all families, particularly our low-income and most at-risk families.
- Support us in our vision to provide a community-wide commitment of programs to address the needs of the whole child and ensure the education, health and success of each child.

In support of this purpose, the above-named entities agree to the following:

- I. **Preschool Expansion Subgrantee Responsibilities:**
 - a. Refer families to Community Consolidated School District #300, when appropriate.
 - b. Obtain written consent from each family before sharing or discussing confidential information with another agency, except as may be required by law.
 - c. Provide general information about the services available for the purpose of educating staff and families, and facilitating the referral process.
- II. **Service Provider Responsibilities:**
 - a. Provide screening and diagnostic services when students are referred.
 - b. Provide consultation on services available for the purpose of educating staff.
 - c. Share outcome of any screening, diagnostic, or evaluation completed by D300 with Kiddie Academy

III. General Terms.

- a. Transportation will be mutually agreed upon by both parties.
- b. Service Provider shall have no liability related to this Agreement to Preschool Expansion Subgrantee.
- c. This memorandum of understanding shall not constitute a legal obligation on the part of either party to engage in the activities contained herein; it does, however, establish a framework for cooperative interaction between the parties.
- d. This Memorandum of Understanding shall be effective beginning with the date of the last signature hereon and shall continue to remain in effect for the duration of programming funded by the Preschool Development Grant.
- e. Either party may terminate this agreement for any reason by providing 30 days of written notice to the other Party.

Signatures

Authorized Representative of Preschool Expansion Subgrantee:

Signature	Date
-----------	------

Print Name	Title
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Authorized Representative of Service Provider:

Signature	Date
-----------	------

Print Name	Title
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**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE:	March 29, 2022	Presented at the following Board Meetings	
		Construction/Facility	04/12/2022
TO:	Susan Harkin, Superintendent Board of Education	Finance	
		Policy/Legislative	
FROM:	Jason Emricson Executive Director of Technology & Operations	School Utilization	
		BOE 1st Reading	04/12/2022
		BOE 2nd Reading	04/26/2022

SUBJECT: Algonquin Library District Fiber Network Access IGA (Extension)

Background

D300 entered into an agreement with the Algonquin Area Public Library District (AAPLD) in 2011 to provide AAPLD access to the D300 network infrastructure. This agreement connects the AAPLD’s Harnish and Eastgate public library buildings through the D300 network. This original agreement was extended in 2016 and 2019. The AAPLD would like to continue this agreement and has requested an extension through 2025 using the previous IGA’s language. The agreement outlines the lease rate for the services, connection limits, and service expectations. The contract specifies that AAPLD will pay the District \$1,322 per year and is consistent with the original agreement.

Recommendation:

The Administration recommends extending IGA with AAPLD for three years as presented.

**EXTENSION OF
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
ALGONQUIN AREA PUBLIC LIBRARY DISTRICT AND
COMMUNITY UNIT SCHOOL DISTRICT 300
FOR FIBER-OPTIC NETWORK ACCESS**

Subject: Intergovernmental Agreement for Fiber Optic
Network Access

1. The undersigned are parties to an Intergovernmental Agreement (IGA) executed in 2016 (copy attached) whereby the parties agreed to link Library facilities through the School District's fiber optic network.
2. The term of the IGA was three (3) years and was extended in 2019 for 3 years.
3. The parties wish to extend the terms of the IGA.
4. The parties agree to extend the term of the IGA on the same bases stated in the IGA with a term effective on June 1, 2022 and ending on May 31, 2025.

**ALGONQUIN AREA PUBLIC
LIBRARY DISTRICT**

**COMMUNITY UNIT SCHOOL
DISTRICT 300**

Signature

Signature

Sara Murray, Executive Director

Jennifer Porter, Chief Financial Officer

Date

Date

6/26/19

EXTENSION OF INTERGOVERNMENTAL AGREEMENT

Parties: Algonquin Area Public Library District (Library)
Community Unit School District 300 (School District)

Subject: Intergovernmental Agreement for Fiber Optic Network Access

1. The undersigned are parties to an Intergovernmental Agreement (IGA) executed in 2016 (copy attached) whereby the parties agreed to link Library facilities through the School District's fiber optic network.
2. The term of the IGA was three (3) years.
3. The parties wish to extend the terms of the IGA.
4. The parties agree to extend the term of the IGA on the same bases stated in the IGA with a term effective on June 1, 2019 and ending on May 31, 2022.

ALGONQUIN AREA PUBLIC
LIBRARY DISTRICT

BOARD OF EDUCATION OF COMMUNITY
UNIT SCHOOL DISTRICT NO. 300

By: Sara Murray
Sara Murray, Executive Director

By: [Signature]

Date Signed: 6/26/2019

Date Signed: 7/9/2019

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
ALGONQUIN AREA PUBLIC LIBRARY DISTRICT
AND COMMUNITY UNIT SCHOOL DISTRICT 300
FOR FIBER OPTIC NETWORK ACCESS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, the "Agreement") is made between Algonquin Area Public Library District (hereinafter, the "Library"), and the Board of Education of Community Unit School District No. 300, Kane, McHenry, Cook, and DeKalb Counties, Illinois, (hereinafter, the "District"), dated as of the effective date set forth in Section 10 of this Agreement (the "Effective Date") and is for the purpose of linking Library facilities together through the District's network (hereinafter, the "Network").

WITNESSETH:

WHEREAS, the parties are units of local government, as provided in the 1970 Illinois Constitution (Article VII); and

WHEREAS, the 1970 Illinois Constitution (Article VII, Section 10) and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provide authority for intergovernmental cooperation between the Library and the District; and

WHEREAS, the Library desires to connect to the Network and use a portion of the available bandwidth, and

WHEREAS, it is in the best interests of both the Library and the District to enter into this Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained in this Intergovernmental Agreement, the Library and the District agree as follows:

1. SCOPE OF AGREEMENT.

- a. The District hereby agrees to connect the following two Library locations to the District's network via a segregated data tunnel to:
 - a. Location 1: 2600 Harnish Drive Algonquin, IL 60102
 - b. Location 2: 115 Eastgate Drive Algonquin, IL 60102
- b. This connection shall utilize the existing fiber infrastructure installed between the Library's locations and the District's Network.
- c. This connection shall be rate limited at 200Mb/sec full duplex.

- d. The District hereby agrees to lease this connection to the Library at a rate of \$1,322.00/year. The Library shall make one annual payment during each year of this Agreement upon the execution of the Agreement and each anniversary of the Effective Date of the Agreement.
- e. Planned maintenance periods that will impact this connection shall be communicated by the District to the Library no less than five days prior to the maintenance period.
- f. Unplanned outages of the connection shall be communicated by the District to the Library upon discovery of the outage.

- 2. **MAINTENANCE OF LIBRARY FACILITIES.** The Library agrees to assume all costs related to the repair, maintenance, reinforcement, and preservation of the fiber optic cable from the Harnish Dr. and Eastgate Dr. facilities up to but not including the Network Handholes.
- 3. **TERM OF AGREEMENT.** The Library hereby agrees that this Agreement shall be effective for three years commencing on the Effective Date and terminating on the last day before the third annual anniversary of the Effective Date, unless otherwise terminated as provided hereinafter.
- 4. **ASSIGNMENT.** Neither the District nor the Library shall have the right to assign its interests in this Agreement.
- 5. **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in McHenry County, Illinois, or the federal district court for the Northern District of Illinois.
- 6. **NOTICES.** All notices required or permitted to be given under this Agreement shall be in writing, sent to the addresses below, and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt:

Library:
Algonquin Area Public Library District
Attn: Library Director
2600 Harnish Drive
Algonquin, IL 60102

District:
Community Unit School District 300
Attn: Director of Technology
2550 Harnish Drive
Algonquin, IL 60102

- 7. **APPLICABILITY AND SEVERABILITY.** If any provision of this Agreement should be found illegal, invalid, or void, said provision shall be considered severable. The

remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

8. **AUTHORIZED REPRESENTATIVES.** The officers of the District executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of the District. The officers of the Library hereby warrant that they have been lawfully authorized to execute this Agreement on behalf of the Library.
9. **AMENDMENT.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by all parties to this Agreement.
10. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, this Intergovernmental Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the date set forth below:

Algonquin Area Public Library District: By: <u>Stephen D. Lerio</u> Title: <u>Executive Director</u> Date: <u>May 20, 2016</u>	Board of Education of Community Unit School District No. 300: By: <u>Jessie R. Stearns</u> Title: <u>Vice President</u> Date: <u>4-26-16</u>
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**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: March 29, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Tommy Parisi
Director for PE/Health/Drivers Ed

SUBJECT: **IHSA Athletics Annual
Membership Agreement (Renewal)**

	Presented at the following Board Meetings	
	Construction/Facility	
	Finance	
	Policy/Legislative	
	School Utilization	
X	BOE 1st Reading	04/12/2022
X	BOE 2nd Reading	04/26/2022

Background

Each year the Illinois High School Association (IHSA) requires school boards to renew their membership by confirming that our schools continue to be recognized by the Illinois State Board of Education and by certifying that our Board has voted to adopt and abide by the Constitution, By-Laws, Terms, and conditions, Administrative Procedures, Guidelines, and Policies of the Association for 2022-2023 school year.

Administrative Recommendation

The administration recommends the Board approve the renewal of the IHSA Membership.



The IHSA governs the equitable participation in interscholastic athletics and activities that enrich the educational experience.

March 2022

To the Principal/IHSA Official Representative Addressed:

It is time again for your school to renew its membership in the Illinois High School Association. For the 2022-23 school term, IHSA membership will not require payment for membership dues or state series entry fees per action of the IHSA Board of Directors.

Your school may renew membership in the Illinois High School Association by confirming that your school continues to be Recognized by the Illinois State Board of Education and by certifying that your Board of Education/Governing Board has voted to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines, and Policies of the Association for the 2022-23 school term.

Your 2022-23 membership renewal is due by June 30, 2022. Please do not delay. Obtain your Board of Education's action on the membership resolution and email it to general@ihsa.org or fax (309) 663-7479 on or before June 30.

Sincerely,

Craig Anderson
Executive Director

**THIS FORM MUST BE SIGNED BELOW, ON THE APPROPRIATE LINE, BY THE PRINCIPAL OR OFFICIAL REPRESENTATIVE AND THE BOARD PRESIDENT OR SECRETARY.
DO NOT DETACH**

To: IHSA Executive Director

We certify that Dundee-Crown High School is recognized by the Illinois State Board of Education. It is understood that failure to be recognized by the Illinois State Board of Education will disqualify our school for membership in the IHSA and that if this were to occur; it is our responsibility to immediately notify the Association of this change in status.

We further certify our Board of Education/Governing Board, at its meeting held on _____, 2022, voted to renew membership in the Illinois High School Association, and to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Illinois High School Association for the year of July 1, 2022, through June 30, 2023.

Principal/Official Representative Signature

Board President or Board Secretary Signature

Kate Wisniewski-Wetzel 224-484-5001

Print Name and Phone Number

Print Name and Phone Number

Dundee-Crown High School High School Carpentersville, Illinois
2022-23 Membership Renewal



The IHSA governs the equitable participation in interscholastic athletics and activities that enrich the educational experience.

March 2022

To the Principal/IHSA Official Representative Addressed:

It is time again for your school to renew its membership in the Illinois High School Association. **For the 2022-23 school term, IHSA membership will not require payment for membership dues or state series entry fees per action of the IHSA Board of Directors.**

Your school may renew membership in the Illinois High School Association by confirming that your school continues to be Recognized by the Illinois State Board of Education and by certifying that your Board of Education/Governing Board has voted to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines, and Policies of the Association for the 2022-23 school term.

Your 2022-23 membership renewal is due by June 30, 2022. Please do not delay. Obtain your Board of Education's action on the membership resolution and email it to general@ihsa.org or fax (309) 663-7479 on or before **June 30**.

Sincerely,

Craig Anderson
Executive Director

**THIS FORM MUST BE SIGNED BELOW, ON THE APPROPRIATE LINE, BY THE PRINCIPAL OR OFFICIAL REPRESENTATIVE AND THE BOARD PRESIDENT OR SECRETARY.
DO NOT DETACH**

To: IHSA Executive Director

We certify that _____ High School is recognized by the Illinois State Board of Education. It is understood that failure to be recognized by the Illinois State Board of Education will disqualify our school for membership in the IHSA and that if this were to occur; it is our responsibility to immediately notify the Association of this change in status.

We further certify our Board of Education/Governing Board, at its meeting held on _____, 2022, voted to renew membership in the Illinois High School Association, and to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Illinois High School Association for the year of July 1, 2022, through June 30, 2023.

Principal/Official Representative Signature

Board President or Board Secretary Signature

Michael Sitter 847-792-3569

Print Name and Phone Number

Print Name and Phone Number

Hampshire

High School

Hampshire

, Illinois

2022-23 Membership Renewal



The IHSA governs the equitable participation in interscholastic athletics and activities that enrich the educational experience.

March 2022

To the Principal/IHSA Official Representative Addressed:

It is time again for your school to renew its membership in the Illinois High School Association. For the 2022-23 school term, IHSA membership will not require payment for membership dues or state series entry fees per action of the IHSA Board of Directors.

Your school may renew membership in the Illinois High School Association by confirming that your school continues to be Recognized by the Illinois State Board of Education and by certifying that your Board of Education/Governing Board has voted to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines, and Policies of the Association for the 2022-23 school term.

Your 2022-23 membership renewal is due by June 30, 2022. Please do not delay. Obtain your Board of Education's action on the membership resolution and email it to general@ihsa.org or fax (309) 663-7479 on or before June 30.

Sincerely,

Craig Anderson

Craig Anderson
Executive Director

THIS FORM MUST BE SIGNED BELOW, ON THE APPROPRIATE LINE, BY THE PRINCIPAL OR OFFICIAL REPRESENTATIVE AND THE BOARD PRESIDENT OR SECRETARY. DO NOT DETACH

To: IHSA Executive Director

We certify that Algonquin (Jacobs) High School is recognized by the Illinois State Board of Education. It is understood that failure to be recognized by the Illinois State Board of Education will disqualify our school for membership in the IHSA and that if this were to occur; it is our responsibility to immediately notify the Association of this change in status.

We further certify our Board of Education/Governing Board, at its meeting held on _____, 2022, voted to renew membership in the Illinois High School Association, and to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Illinois High School Association for the year of July 1, 2022, through June 30, 2023.

Principal/Official Representative Signature

Joseph Benoit 847-532-6151
Print Name and Phone Number

Jacobs

Board President or Board Secretary Signature

Print Name and Phone Number

High School Algonquin, Illinois
2022-23 Membership Renewal



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: March 28, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Dan Opels
Executive Director of Facilities

Presented at the following Board Meetings	
Construction/Facility	04/12/2022
Finance	04/12/2022
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Air Filter Bid

Background

Air filters are an essential piece of District 300's HVAC maintenance program. Changing filters keeps our equipment running smoothly, prevents damage, and appropriately conditions the space to comply with indoor air quality standards.

Air Filters' work scope was developed and bid out in March 2022, with the bid opening on March 17th, 2021. There were four (4) companies that bid on this project.

Administrative Recommendation

The administration recommends awarding a one-year contract, to ACS Enterprises, from Chicago, IL, with an estimated cost of \$66,935.35.

The funding for Air Filters will come from the Operations and Maintenance Fund (20).

COMMUNITY UNIT SCHOOL DISTRICT 300
DISTRICT WIDE PURCHASE OF HVAC AIR FILTERS
Thursday, March 17, 2022, 11:00AM

COMPANY	Pleated Total	Roll Total											Comments
			Response Form A	Response Form B	References	Certifications	W-9	Vendor App.	Addendum 1	Addendum 2			
ACS Enterprises, Inc.	\$66,935.35	\$0.00	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Air Filter Engineers													
Alliance Mechanical													
Allied Solutions													
Autumn Construction Services													
Brucker Co.													
Chicago Filter Supply													
Chicagoland													
DataBid													
ePlan													
F. E. Moran Mechanical Services													
Fastenal													
Filter Services Inc	\$123,154.38	\$0.00	Y		Y	Y	Y	Y					Reference require prior approval.
FilterBuy Incorporated													
Fox Valley Filter													
Geostar Mechanical Inc													
GHA Technologies													
Mechanical Incorporated													
Midwest Mechanical													
Montefusco HVAC, Inc.	\$127,448.33	\$6,036.75	Y	Y	1/4	Y	Y	Y	Y	Y	Y		
North America Procurement Council, Inc. PBC													
Officepartners360													
Ogni Inc													
School Wholesale Supplies LLC													
Seherlhde LLC													
Shay Enterprise													
Superior Manufacturing Corporation													
Timilon Corporation	\$110,524.60	\$1,400.00	Y	Y	Y	Y	Y	Y	Y	Y	Y		Bidder removed themselves due to bid error

Recommendation:

ACS Enterprises Inc in Chicago, IL: Award contract pricing for an estimated contract award in the amount of \$66,935.35 for the purchase of pleated air filters.

Purchasing Department will get quotes from alternate vendors to source the roll-type filters.



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: March 28, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Dan Opels
Executive Director of Facilities

Presented at the following Board Meetings	
Construction/Facility	04/12/2022
Finance	04/12/2022
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Interior Building Signage Big Timber Elementary School – Bid

Background

Interior signage for Big Timber Elementary School is the responsibility of the school district to furnish for Big Timber Elementary School.

The scope of work for Signage and Installation was developed and bid out in March 2022, with the bid opening occurring on March 28th, 2021. There was one (1) company that bid on this project.

Administrative Recommendation

The administration recommends the contract for Signage and Install, for Big Timber Elementary School, to Express Signs and Lighting Maintenance in Shorewood, IL, for \$46,682.41.

This will be paid for out of the Operations and Maintenance Fund (20).

COMMUNITY UNIT SCHOOL DISTRICT 300
Purchase and Install of Interior Signage at Big Timber Elementary School
Monday, March 28, 2022, 10:00AM

COMPANY	Materials	Labor	Performance Bond Cost	GRAND TOTAL											Comments	
					Addendum 1	Addendum 2	Signed Bid Response Form	Bid Bond	References	Certifications	W-9	Vendor App.				
AMI Graphics																
Apco Sign Systems																
Ace Sign Company																
Blink Signs																
Chicagoland																
Meyer Signs																
DataBid																
Electro-Matic Visual																
Fast Signs																
Express Signs	\$40,011.41	\$4,821.00	\$1,850.00	\$46,682.41	Y	Y	Y	Y	Y	Y	Y	Y	Y			
Graphic Partners																
IGNA Signs and Graphics																
Laser Impressions																
North American Procurement Council																
Office Partners 360																
Omega Sign & Lighting																
Parvin-Clauss																
RVW Business Consultants																
Safe T Park																
School Wholesale Supplies																
United Signs																
ePlan																

Recommendation:

Express Signs and Lighting Maintenance in Shorewood, IL: Award Purchase and Install of Interior Signage at Big Timber Elementary School in the amount of \$46,682.41. The award was based upon being the lowest responsive responsible bidder for the contract.



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: March 31, 2022
TO: Susan Harkin, Superintendent
Board of Education
FROM: Diane C. White
Director of Purchasing

Presented at the following Board Meetings	
Construction/Facility	
Finance	04/12/2022
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Approval of Nurse and Health, Athletic and Training Supplies Contract Pricing Extension

Background

On Tuesday, April 27, 2021, the Board of Education approved the bid for contract pricing for the Purchase of Nurse and Health, Athletic, and Athletic and Training Supplies.

The original bid specifications were released on February 1, 2021. Bids were opened on February 23, 2021. Fifty-four vendors were contacted. Six different bidders responded to the Nurse, Health, and Athletic and Training Supplies. We recommended award based on vendor bid document submittal, bid exceptions submittal notations, and category or combined category unit price. The estimated bid contract amount is based on the calendar year 2021 usage. Items listed as No Bid were not awarded at that time. Bid tabulation sheets are available in the Purchasing Department.

The vendor has agreed to hold their pricing for year one of the contract extension and has signed the offer letter to extend. A signed letter is included. The estimated contract amount is \$37,819.44.

The contract extension term is 04/28/2022 through 04/27/2023.

Administrative Recommendation

The Administration recommends approval of the contract to School Health, Hanover Park, IL, for the purchase of Nurse and Health and Athletic training supplies for an estimated contract amount of \$37,819.44.



Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

March 15, 2022

Mr. Eric Hoysack
School Health Corporation
5600 Apollo Drive
Rolling Meadows, IL 60008

Via email: bids@schoolhealth.com

Bid - Nurse & Health, Training & Athletic Supplies, Disposable Gloves and PPE - District Wide
School Health Bid numbers 3883127 for Nurse and Health and Training and Athletic Supplies

Dear Mr. Hoysack,

On April 27, 2021, the Board of Education originally approved a contract with School Health Corporation for a portion of the Nurse & Health, Training & Athletic Supplies, Disposable Gloves and PPE Bid. The Nurse & Health and Athletic & Training Supplies portion of the bid was awarded as a one-year contract from 4/28/2021 through 4/27/2022 with a possibility of two one-year extensions.

District 300 would like to exercise the first extension. This extension would run from 4/28/2022 through 4/27/2023. Awarded items are highlighted in orange on the Board of Education Memo and bid tabulation included with these documents.

If your firm agrees to the pricing as shown, the Administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

Sincerely,

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

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contract works

2022-03-22

Service Provider



Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
PHONE: 847-551-8460 FAX: 847-551-8463

April 30, 2021

Mr. Eric Hoysack
School Health Corporation
5600 Apollo Drive
Rolling Meadows, IL 60008

Via email: bids@schoolhealth.com

Bid - Nurse & Health, Training & Athletic Supplies, Disposable Gloves and PPE - District Wide

Dear Mr. Hoysack,

Congratulations! District 300 has awarded a portion of the above-mentioned bid to School Health Corporation! The Board of Education approved this award at their regular meeting of April 27, 2021. The value of the total contract is \$38,713.44 for Nurse & Health Supplies, Training & Athletic Supplies, and PPE. Awarded items are highlighted in orange on the Board of Education Memo and bid tabulation included with these documents.

The Nurse & Health and Athletic & Training Supplies contract are for a 1-year term effective 4/28/2021 through 4/27/22, with the possibility of two (2) one-year extensions. The PPE contract is for a 6-month term effective 4/28/2021 through 10/27/21, with the option of five (5), 6-month extensions.

School Health Corporation shall provide free shipping for orders of \$100 or more per the attached email from Michael Marcus dated 3/1/2021 and the original scope of the bid documents.

This signed letter along with the attached documents - original Bid specifications, addenda, and your final response combined serve as the contract for this project.

Please send this sign this letter via Contract Works by May 6, 2021.

Please submit your Certificate of Insurance naming the District, the Board of Education and its members individually, and its employees and agents as additional named insured to the following address by May 14, 2021.

Diane C. White, Director of Purchasing
Community Unit School District 300
2605 Bunker Hill Drive
Algonquin, IL 60102

This Agreement is entered into as of April 30, 2021.

Diane C. White
8375D43E716D80C09E2DBCBD5C76FBD7 contract works.
OWNER (Signature)

05/10/2021

Eric Hoysack
27B956456D2A 1C7BABF4AAB41 A7B0074 contract works.

05/07/2021

CONTRACTOR (Signature)

Diane C. White, Director of Purchasing

Eric Hoysack

Contract Sales Specialist

(Printed name and title)

If you have any further questions regarding this contract, please feel free to contact me at (847) 551-8460 .

C

Diane C. White, Director of Purchasing

COMMUNITY UNIT SCHOOL DISTRICT NO. 300

BOARD of EDUCATION MEMO

DATE: 3/10/21

TO: Fred Heid, Superintendent
Board of Education

FROM: Diane C. White, Director of Purchasing

RE: Nurse and Health, Athletic and Training Supplies, Disposable Gloves, and PPE District-Wide – Contract Pricing

	For your Information Only	
	Follow-up to Request by Member	
	Presented to the following Board Committee	
	Education	
	Facility/Construction	
	Policy/Legislative	
	Finance	
	Discipline	
	Presented at the following Board Meeting	
X	1 st Reading – “New”	4/13/21
X	2 nd Reading – “Old”	4/27/21
	Consent	
	Roll Call Action	
	Closed Session	

Background

Nurse and Health, and Athletic and Training Supplies, Disposable Gloves, and PPE bid are comprised of District 300 standardized products. These items are purchased on an as-needed basis by site to fulfill the needs of the nurse’s office, the athletic training room, and student and staff PPE.

Bid specifications were released on February 1, 2021. Bids were opened on February 23, 2021. Fifty-four vendors were contacted. Six different bidders responded to the Nurse and Health, and Athletic and Training Supplies, Disposable Gloves, and PPE bid, including an additional two bidders that provided a formal decline. The Nurse and Health and Athletic and Training Supplies contract are for a 1-year term effective 4/28/2021 through 4/27/22, with the possibility of two (2) one-year extensions. The Disposable Gloves and PPE contract is for a 6-month term effective 4/28/2021 through 10/27/21, with the option of five (5), 6-month extensions. We recommend awards based on vendor bid document submittal, bid exceptions submittal notations, and category or combined category unit price. The estimated bid contract amount is based on the fiscal year 2019 usage and the unit price for each vendor within the category. Items listed as No Bid are not being awarded at this time. I have attached the bid tabulation sheets for your review.

Recommendation

The Administration recommends that we accept bids for line item award contract pricing from –

Vizocom ICT LLC, El Cajon, CA –estimated contract amount of **\$40,732.86** for Disposable Gloves

School Health Corporation, Rolling Meadows, IL –estimated contract amount of **\$38,713.44** for Nurse and Health, Training and Athletic Supplies and PPE

Cintas Corporation, Schaumburg, IL --estimated contract amount of **\$6,472.98**, for Disposal Gloves and PPE

School Nurse Supply, Schaumburg, IL --estimated contract amount of **\$1,600.00** for PPE

These products will be purchased through the building budget supply account.

COMMUNITY UNIT SCHOOL DISTRICT 300
 CONTRACT PURCHASE OF NURSE AND HEALTH, ATHLETIC AND TRAINING SUPPLIES, DISPOSABLE GLOVES AND PPE
 TUESDAY, FEBRUARY 23, 2021 11:00 AM

VENDORS	References	Certificates	W9 & Vendor App.	Addendum 1	Addendum 2	Addendum 3	Response Form A	Response Form B	Comments
Cintas	Y	Y	Y	Y	Y	Y	Y	Y	Flash Drive; No E-Procurement notes; Responses: Gloves, PPE; No Bid: Health Supplies, Athletic/Training.
Henry Schein Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Flash Drive; No E-procurement noted; Responses: Health Supplies, Athletic/Training; No Bid: Gloves, PPE.
Interboro Packaging									Decline-via email
School Health	Y	Y	Y	Y	Y	Y	Y	Y	Flash drive; Samples; E-Procurement info listed; Free Shipping over \$125; Covid statement regarding inventory level fluctuation; Response: Health Supplies, Athletic/Training, Gloves, PPE.
School Nurse Supply	Y	Y	Y	Y	Y	Y	Y	Y	Flash drive; Samples; Note: Setting up Punchout Catalog; Certificate of Registration included; Responses: Health Supplies & PPE; No Bid on Athletic Supplies & Gloves.
School Specialty									Decline- via letter
Unipack Corp	Y	Y	Y	Y	Y	Y	Y	Y	Response: PPE only; no samples; flashdrive
Vizocom	Y	Y	Y	Y	Y	Y	Y	Y	Responses: Gloves; No Bid: Health Supplies, PPE, Athletic/Training Supplies.
1st Ayd									No Bid
A2Z Global Supplies									No Bid
Able First Aid									No Bid
AbleAid									No Bid
AED Superstore									No Bid
AlphaPreMed LLC									No Bid
BidPrime, Inc.									No Bid
BSN Sports									No Bid
Buckeye									No Bid
Cardio Partners, Inc									No Bid
Cardiotronix Health									No Bid
Clean and Healthy Products									No Bid
Conney Safety									No Bid
ControlTek									No Bid
CoroMed									No Bid
CPR Savers & First Aid Supply									No Bid
Deltek									No Bid
Education Intelligence, Inc.									No Bid
Empire Managed Solutions									No Bid
Global Industrial									No Bid
HeartSafe America, Inc.									No Bid
HP Products									No Bid
Imperial Dade									No Bid
Iris USA									No Bid
JBI Distributors									No Bid
LogMet Solutions									No Bid
Master Medical Equipment									No Bid
McKesson									No Bid
Medco Sports Medicine									No Bid
Medicalshop Inc.									No Bid
Medline									No Bid
North American									No Bid
One Beat CPR Learning Center, LLC									No Bid
Osso Surgical									No Bid
Pro-Source Distributors									No Bid
PSG-Performance Safety Group									No Bid
Pyramid School Products									No Bid
Rescue One Training for Life, Inc.									No Bid
Rowan Medical Supply									No Bid
Second Chance Cardiac Solutions									No Bid
Strong									No Bid
The Fitness Connection									No Bid
Uline									No Bid
Your Safety Company									No Bid
Zee Medical									No Bid
ZOLL									No Bid

Recommendation:

Vizocom ICT LLC in El Cajon, CA: Award contract pricing for Disposable Gloves with an estimated contract amount of \$40,732.86. The award was based upon usage from FY19.
School Health Corporation in Rolling Meadows, IL: Award contract pricing for categories Nurse and Health, Training and Athletic and PPE supplies with an estimated contract amount of \$38,713.44. The award was based upon usage from FY19.
Cintas Corporation in Schaumburg, IL: Award contract pricing for Disposable Gloves and PPE supplies with an estimated contract amount of \$6,472.98. The award was based upon usage from FY19.
School Nurse Supply in Schaumburg, IL: Award contract pricing for PPE supplies with an estimated contract amount of \$1,600.00. The award was based upon usage from FY19.



Community Unit School District 300

2605 BUNKER HILL DRIVE

ALGONQUIN, IL 60102

Diane C. White, Director of Purchasing

PHONE: 847-551-8460 • FAX: 847-551-8463

March 15, 2022

Mr. Eric Hoysack
School Health Corporation
5600 Apollo Drive
Rolling Meadows, IL 60008

Via email: bids@schoolhealth.com

Bid – Nurse & Health, Training & Athletic Supplies, Disposable Gloves and PPE – District Wide
School Health Bid numbers 3883127 for Nurse and Health and Training and Athletic Supplies

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Sincerely,

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Eric Hoysack, School Health Corporation

27B956456D2A1C7BABF4AAB41A7BD074

contractworks.

2022-03-22

Service Provider



Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
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April 30, 2021

Mr. Eric Hoysack
School Health Corporation
5600 Apollo Drive
Rolling Meadows, IL 60008

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This signed letter along with the attached documents – original Bid specifications, addenda, and your final response combined serve as the contract for this project.

Please send this sign this letter via Contract Works by May 6, 2021.

Please submit your Certificate of Insurance naming the District, the Board of Education and its members individually, and its employees and agents as additional named insured to the following address by May 14, 2021.

Diane C. White, Director of Purchasing
Community Unit School District 300
2605 Bunker Hill Drive
Algonquin, IL 60102

This Agreement is entered into as of April 30, 2021.

Diane White

05/10/2021

8375D43E716D90C09E2DBCBD5C76FBD7

contractworks

OWNER (Signature)

Eric Hoysack, School Health Corporation

05/07/2021

27B956456D2A1C7BABF4AAB41A7BD074

contractworks

CONTRACTOR (Signature)

Diane C. White, Director of Purchasing

Eric Hoysack

Contract Sales Specialist

(Printed name and title)

If you have any further questions regarding this contract, please feel free to contact me at (847) 551-8460.

Sincerely,

Diane C. White, Director of Purchasing

COMMUNITY UNIT SCHOOL DISTRICT NO. 300

BOARD of EDUCATION MEMO

DATE: 3/10/21

TO: Fred Heid, Superintendent
Board of Education

FROM: Diane C. White, Director of Purchasing

RE: Nurse and Health, Athletic and Training
Supplies, Disposable Gloves, and PPE
District-Wide – Contract Pricing

	For your Information Only	
	Follow-up to Request by Member	
	Presented to the following Board Committee	
	Education	
	Facility/Construction	
	Policy/Legislative	
	Finance	
	Discipline	
	Presented at the following Board Meeting	
X	1 st Reading – “New”	4/13/21
X	2 nd Reading – “Old”	4/27/21
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	Roll Call Action	
	Closed Session	

Background

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Recommendation

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These products will be purchased through the building budget supply account.

COMMUNITY UNIT SCHOOL DISTRICT 300
 CONTRACT PURCHASE OF NURSE AND HEALTH, ATHLETIC AND TRAINING SUPPLIES, DISPOSABLE GLOVES AND PPE
 TUESDAY, FEBRUARY 23, 2021 11:00 AM

VENDORS	References	Certificates	W9 & Vendor App.	Addendum 1	Addendum 2	Addendum 3	Response Form A	Response Form B	Comments
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School Health	Y	Y	Y	Y	Y	Y	Y	Y	Flash drive; Samples; E-Procurement info listed; Free Shipping over \$125; Covid statement regarding inventory level fluctuation; Response: Health Supplies, Athletic/Training, Gloves, PPE.
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School Specialty									Decline- via letter
Unipack Corp	Y	Y	Y	Y	Y	Y	Y	Y	Response: PPE only; no samples; flashdrive
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AlphaPreMed LLC									No Bid
BidPrime, Inc.									No Bid
BSN Sports									No Bid
Buckeye									No Bid
Cardio Partners, Inc									No Bid
Cardiotronix Health									No Bid
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CPR Savers & First Aid Supply									No Bid
Deltek									No Bid
Education Intelligence, Inc.									No Bid
Empire Managed Solutions									No Bid
Global Industrial									No Bid
HeartSafe America, Inc.									No Bid
HP Products									No Bid
Imperial Dade									No Bid
Iris USA									No Bid
JBI Distributors									No Bid
LogMet Solutions									No Bid
Master Medical Equipment									No Bid
McKesson									No Bid
Medco Sports Medicine									No Bid
Medicalshop Inc.									No Bid
Medline									No Bid
North American									No Bid
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Zee Medical									No Bid
ZOLL									No Bid

Recommendation:

Vizocom ICT LLC in El Cajon, CA: Award contract pricing for Disposable Gloves with an estimated contract amount of \$40,732.86. The award was based upon usage from FY19.

School Health Corporation in Rolling Meadows, IL: Award contract pricing for categories Nurse and Health, Training and Athletic and PPE supplies with an estimated contract amount of \$38,713.44. The award was based upon usage from FY19.

Cintas Corporation in Schaumburg, IL: Award contract pricing for Disposable Gloves and PPE supplies with an estimated contract amount of \$6,472.98. The award was based upon usage from FY19.

School Nurse Supply in Schaumburg, IL: Award contract pricing for PPE supplies with an estimated contract amount of \$1,600.00. The award was based upon usage from FY19.



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: March 29, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Diane C. White
Director of Purchasing

SUBJECT: Bid-Waste and Recycling Services

Construction/Facility	4/12/2022
Finance	
Policy/Legislative	
School Utilization	
BOE 1st Reading	4/12/2022
BOE 2nd Reading	4/26/2022

Background

Bid documents were released on Tuesday, March 1, 2022, via Bidnet. Fourteen prospective bidders downloaded the documents from Bidnet. On Tuesday, March 22, 2022, electronic bids were publicly opened via Google Meet. Two complete bids were received in addition to a formal decline. The bid is for the district-wide waste and recycling services. This bid is for a three-year contract term with the possibility of two one-year extensions. The new contract will begin July 1, 2022, and go through June 30, 2025. Services provided under this contract will be funded from the Maintenance and Operations Grounds Sanitation Services budget.

The annual estimated spend for 2021 was \$153,344.34. However, the actual spend over the 2021 calendar year was \$182,146.20. The additional expense is due to the increased need for roll-off containers used for internal projects, and the need for roll-offs will fluctuate based on internal project needs.

Scope of Service:

- Annual Full Service all sites
- Possibility of On-Call service during the summer months for sites that do not provide summer food service to reduce costs
- Comingle Recycling Program includes plastic (1-7), paper, glass, cardboard, and aluminum.
- Provide District-Wide classroom recycling bins and indoor wheeled totes
- Consolidated Corporate Billing for permanent services, quarterly account review, a designated customer service team, and electronic payments transmission
- Lamp and battery recycling program
- Student and staff educational materials and online resources
- Possible addition of 34- yard flat compactors for Jacobs and Westfield during contract based on submitted contract pricing.
- Includes a new service location (Big Timber Elementary School) for an annual cost of \$2,469.12

Recommendation

Groot Inc., Elgin, IL: Award contract pricing for waste and recycling services with an estimated annual contract amount of \$158,081.64 based upon the calendar year 2021 actual service level and spend. The total award for the three-year contract is estimated at \$474,244.92.

**COMMUNITY UNIT SCHOOL DISTRICT 300
WASTE & RECYCLE SERVICE DISTRICT WIDE
TUESDAY, MARCH 22, 2022, 10:00 AM CT**

COMPANY	References	Certifications	W-9	Vendor App	Bid Bond	Response Form A	Response Form B	Addendum 1	Addendum 2	Sample Contract	Monthly Rate	Annual Rate	Summer On Call	Summer Schedule	COMMENTS
Allied Solutions															
Com2 Computers and Technologies															
Data Entry Outsourcing Services															
Enterprise Pals															
Entram															
Fitch Property Solutions															
Groot	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$ 13,173.47	\$ 158,081.64	\$ 4,048.57	\$ 4,048.57	
Lakeshore Recycling Systems	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$ 20,381.76	\$ 244,581.08	\$ 5,036.00	\$ 7,313.56	
Midwest Paper Retriever															
Office Partners360															
School Wholesale Supplies															
Shay Enterprise															
Toter, LLC															
Waste Management															Decline

Administration Recommends:

Groot Inc., Elgin, IL: Award contract pricing for Waste and Recycling Services with an estimated annual contract amount of \$158,081.64 based upon calendar year 2021 actual service level and spend. Total award for the three-year contract is estimated at **\$474,244.92.**

Waste and Recycling Site Unit Pricing

BUILDING NAME AND ADDRESS	SERVICE LEVEL TRASH-RECYCLE PROGRAM	Groot				LRS			
		MONTHLY RATE FOR COLUMN B SERVICE	Annual Cost	SUMMER SCHEDULE ON CALL PICK UP RATE	SUMMER SCHEDULE ONCE PER WEEK RATE	MONTHLY RATE FOR COLUMN B SERVICE	Annual Cost	SUMMER SCHEDULE ON CALL PICK UP RATE	SUMMER SCHEDULE ONCE PER WEEK RATE
Algonquin Lakes Elementary School									
1401 Compton Drive, Algonquin	1-6yd Garbage 4x/wk	\$ 205.76	\$ 2,469.12	\$ 51.44	\$ 51.44	\$ 414.03	\$ 4,968.36	\$ 75.00	\$ 104.48
Algonquin, IL 60102	1-8yd Recycle 1X/wk	\$ 68.59	\$ 823.08	\$ 68.59	\$ 68.59	\$ 107.36	\$ 1,288.32	\$ 75.00	\$ 107.36
Algonquin Middle School									
520 Longwood Drive	1-8yd Garbage 3X/wk	\$ 205.76	\$ 2,469.12	\$ 68.59	\$ 68.59	\$ 328.38	\$ 3,940.56	\$ 75.00	\$ 109.46
Algonquin, IL 60102	1-8yd Recycle 1X/wk	\$ 68.59	\$ 823.08	\$ 68.59	\$ 68.59	\$ 94.48	\$ 1,133.76	\$ 75.00	\$ 94.48
Algonquin Transportation Center									
2603 Bunker Hill Drive	2-8yd Garbage 2X/wk	\$ 137.17	\$ 1,646.04	\$ 68.59	\$ 68.59	\$ 223.62	\$ 2,683.44	\$ 75.00	\$ 109.46
Algonquin, IL 60102	1-2yd Recycle 1xwk	\$ 17.15	\$ 205.80	\$ 17.15	\$ 17.15	\$ 54.66	\$ 655.92	\$ 75.00	\$ 54.66
Buildings and Grounds Office									
2605 Bunker Hill Drive	30yd Roll Off - ON CALL	\$ 1,547.50	\$ 18,570.00	\$198/haul plus \$57/ton	\$198/haul plus \$57/ton	\$ 1,657.08	\$ 19,885.00	\$209/haul plus \$63/ton	\$209/haul plus \$63/ton
Algonquin, IL 60102	1-8yd Recycle 1X/wk	\$ 68.59	\$ 823.08	\$ 68.59	\$ 68.59	\$ 94.48	\$ 1,133.76	\$ 75.00	\$ 94.48
Carpentersville Middle School									
100 Cleveland Avenue	1-10yd Garbage 6X/wk	\$ 514.40	\$ 6,172.80	\$ 85.73	\$ 85.73	\$ 853.09	\$ 10,237.08	\$ 75.00	\$ 104.48
Carpentersville, IL 60110	1-10yd Recycle 4X/wk	\$ 342.94	\$ 4,115.28	\$ 85.73	\$ 85.73	\$ 453.17	\$ 5,438.04	\$ 75.00	\$ 113.30
Carpentersville Transportation Center									
100 Cleveland Avenue	1-8yd Garbage 4X/wk	\$ 274.35	\$ 3,292.20	\$ 68.59	\$ 68.59	\$ 484.65	\$ 5,815.80	\$ 75.00	\$ 122.67
Carpentersville, IL 60110	1-2yd Recycle 1xwk	\$ 17.15	\$ 205.80	\$ 17.15	\$ 17.15	\$ 58.95	\$ 707.40	\$ 75.00	\$ 58.95
deLacey Family Education Center									
50 Cleveland Avenue	1-8yd Garbage 3x/wk	\$ 205.76	\$ 2,469.12	\$ 68.59	\$ 68.59	\$ 367.01	\$ 4,404.12	\$ 75.00	\$ 122.67
Carpentersville, IL 60110	1-2yd Recycle 1xwk	\$ 17.15	\$ 205.80	\$ 17.15	\$ 17.15	\$ 58.95	\$ 707.40	\$ 75.00	\$ 58.95
Dundee-Crown High School									
1500 Kings Road	30yd Compactor - 1X/wk	\$ 1,333.00	\$ 15,996.00	\$198/haul plus \$57/ton	\$198/haul plus \$57/ton	\$ 1,365.67	\$ 16,388.00	\$194/haul plus \$63/ton	\$194/haul plus \$63/ton
Carpentersville, IL 60110	6-96gal Carts 1X/wk	\$ 17.49	\$ 209.88	\$ 17.49	\$ 17.49	\$ 99.88	\$ 1,198.56	\$ 75.00	\$ 99.88
	Rental	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 125.00	\$ 473.00	\$ 5,676.00	\$ 473.00	\$ 473.00
Dundee Highlands Elementary School									
407 South Fifth Street	1-6yd Garbage 1X/wk	\$ 51.44	\$ 617.28	\$ 51.44	\$ 51.44	\$ 112.33	\$ 1,347.96	\$ 75.00	\$ 112.33
West Dundee, IL 60118	1-8yd Recycle 1X/wk	\$ 68.59	\$ 823.08	\$ 68.59	\$ 68.59	\$ 107.36	\$ 1,288.32	\$ 75.00	\$ 107.36
Dundee Middle School									
37N450 Route 72	1-10yd Garbage 3X/wk	\$ 257.20	\$ 3,086.40	\$ 85.73	\$ 85.73	\$ 397.47	\$ 4,769.64	\$ 75.00	\$ 132.49
West Dundee, IL 60118	1-10yd Recycle 1X/wk	\$ 85.73	\$ 1,028.76	\$ 85.73	\$ 85.73	\$ 114.75	\$ 1,377.00	\$ 75.00	\$ 114.75
Eastview Elementary School									
540 Longwood Drive	1-6yd Garbage 4X/wk	\$ 205.76	\$ 2,469.12	\$ 51.44	\$ 51.44	\$ 414.03	\$ 4,968.36	\$ 75.00	\$ 104.48
Algonquin, IL 60102	1-8yd Recycle 2X/wk	\$ 137.17	\$ 1,646.04	\$ 68.59	\$ 68.59	\$ 200.61	\$ 2,407.32	\$ 75.00	\$ 100.31
Gilberts Elementary School									
729 Paperbark Road	1-10yd Garbage 4X/wk	\$ 342.94	\$ 4,115.28	\$ 85.73	\$ 85.73	\$ 575.09	\$ 6,901.08	\$ 75.00	\$ 145.70

Waste and Recycling Site Unit Pricing

Gilberts, IL 60136	1-2yd Recycle 2X/wk	\$	34.29	\$	411.48	\$	17.15	\$	17.15	\$	110.70	\$	1,328.40	\$	75.00	\$	110.70
Golfview Elementary School																	
124 Golfview Lane	1-8yd Garbage 5X/wk	\$	342.94	\$	4,115.28	\$	68.59	\$	68.59	\$	602.28	\$	7,227.36	\$	75.00	\$	122.67
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	\$	68.59	\$	823.08	\$	68.59	\$	68.59	\$	107.36	\$	1,288.32	\$	75.00	\$	107.36
Hampshire Elementary School																	
321 Terwilliger Avenue	1-10yd Garbage 2X/wk	\$	171.47	\$	2,057.64	\$	85.73	\$	85.73	\$	297.10	\$	3,565.20	\$	75.00	\$	145.70
Hampshire, IL 60140	3-96gal Carts 1X/wk	\$	8.74	\$	104.88	\$	8.74	\$	8.74	\$	59.60	\$	715.20	\$	75.00	\$	59.60
Hampshire High School																	
1600 Big Timber Road	1-40yd compactor - On Call	\$	706.00	\$	8,472.00	\$198/haul plus \$57/ton	\$198/haul plus \$57/ton	\$	777.17	\$	9,326.00	\$259/haul plus \$57/ton	\$238/haul plus \$57/ton				
Hampshire, IL 60140	1-8yd Recycle 2X/wk	\$	137.17	\$	1,646.04	\$	68.59	\$	68.59	\$	200.61	\$	2,407.32	\$	75.00	\$	100.31
	Rental	\$	125.00	\$	1,500.00	\$	125.00	\$	125.00	\$	438.00	\$	5,256.00	\$	438.00	\$	438.00
Hampshire Middle School																	
560 South State Street	2-10yd Garbage 2x/wk	\$	342.94	\$	4,115.28	\$	171.47	\$	171.47	\$	555.57	\$	6,666.84	\$	75.00	\$	145.70
Hampshire, IL 60140	1-8yd Recycle 1X/wk	\$	68.59	\$	823.08	\$	68.59	\$	68.59	\$	107.36	\$	1,288.32	\$	75.00	\$	107.36
Jacobs High School																	
2601 Bunker Hill Drive	2-8yd Garbage 5X/wk	\$	685.87	\$	8,230.44	\$	137.17	\$	137.17	\$	979.23	\$	11,750.76	\$	75.00	\$	232.13
Algonquin, IL 60102	2-8yd Recycle 2X/wk	\$	274.35	\$	3,292.20	\$	137.17	\$	137.17	\$	311.08	\$	3,732.96	\$	75.00	\$	155.54
Lake in the Hills Elementary School																	
519 Willow Street	1-6yd Garbage 3X/wk	\$	154.32	\$	1,851.84	\$	51.44	\$	51.44	\$	274.83	\$	3,297.96	\$	75.00	\$	91.61
Lake in the Hills, IL 60102	1-8yd Recycle 1X/wk	\$	68.59	\$	823.08	\$	68.59	\$	68.59	\$	94.48	\$	1,133.76	\$	75.00	\$	94.48
Lakewood School																	
1651 Ravine Lane	1-8yd Garbage 4X/wk	\$	274.35	\$	3,292.20	\$	68.59	\$	68.59	\$	484.65	\$	5,815.80	\$	75.00	\$	122.67
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	\$	68.59	\$	823.08	\$	68.59	\$	68.59	\$	107.36	\$	1,288.32	\$	75.00	\$	107.36
Liberty Elementary School																	
6500 Miller Road	1-8yd Garbage 4X/wk	\$	274.35	\$	3,292.20	\$	68.59	\$	68.59	\$	484.65	\$	5,815.80	\$	75.00	\$	122.67
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	\$	68.59	\$	823.08	\$	68.59	\$	68.59	\$	107.36	\$	1,288.32	\$	75.00	\$	107.36
Lincoln Prairie Elementary School																	
500 West Harvest Gate Road	1-8yd Garbage 4X/wk	\$	274.35	\$	3,292.20	\$	68.59	\$	68.59	\$	484.65	\$	5,815.80	\$	75.00	\$	122.67
Lake in the Hills, IL 60102	1-8yd Recycle 1X/wk	\$	68.59	\$	823.08	\$	68.59	\$	68.59	\$	107.36	\$	1,288.32	\$	75.00	\$	107.36
Meadowdale Elementary School																	
14 Ash Street	1-6yd Garbage 3X/wk	\$	154.32	\$	1,851.84	\$	51.44	\$	51.44	\$	313.46	\$	3,761.52	\$	75.00	\$	104.48
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	\$	68.59	\$	823.08	\$	68.59	\$	68.59	\$	107.36	\$	1,288.32	\$	75.00	\$	107.36
Neubert Elementary School																	
1100 Huntington Drive	1-6yd Garbage 3X/wk	\$	154.32	\$	1,851.84	\$	51.44	\$	51.44	\$	274.83	\$	3,297.96	\$	75.00	\$	91.61
Algonquin, IL 60102	1-8yd Recycle 1X/wk	\$	68.59	\$	823.08	\$	68.59	\$	68.59	\$	94.48	\$	1,133.76	\$	75.00	\$	94.48
Parkview Elementary School																	
122 Carpenter Street	1-8yd Garbage 2X/wk	\$	137.17	\$	1,646.04	\$	68.59	\$	68.59	\$	249.38	\$	2,992.56	\$	75.00	\$	122.67
Carpentersville, IL 60110	3-2yd Recycle 1X/wk	\$	51.44	\$	617.28	\$	51.44	\$	51.44	\$	138.22	\$	1,658.64	\$	75.00	\$	138.22
Perry Elementary School																	
251 Amarillo Drive	1-6yd Garbage 5X/wk	\$	257.20	\$	3,086.40	\$	51.44	\$	51.44	\$	514.59	\$	6,175.08	\$	75.00	\$	104.48

Waste and Recycling Site Unit Pricing

Carpentersville, IL 60110	1-8yd Recycle 1X/wk	\$ 68.59	\$ 823.08	\$ 68.59	\$ 68.59	\$ 107.36	\$ 1,288.32	\$ 75.00	\$ 107.36
Sleepy Hollow Elementary School									
898 Glen Oak Drive	1-8yd Garbage 3X/wk	\$ 205.76	\$ 2,469.12	\$ 68.59	\$ 68.59	\$ 328.38	\$ 3,940.56	\$ 75.00	\$ 109.46
Sleepy Hollow, IL 60118	1-8yd Recycle 1X/wk	\$ 68.59	\$ 823.08	\$ 68.59	\$ 68.59	\$ 94.48	\$ 1,133.76	\$ 75.00	\$ 94.48
Westfield Community School									
2100 Sleepy Hollow Road	2-8yd Garbage 4X/wk	\$ 548.70	\$ 6,584.40	\$ 137.17	\$ 137.17	\$ 892.04	\$ 10,704.48	\$ 75.00	\$ 232.13
Algonquin, IL 60102	1-10yd Recycle 3X/wk	\$ 257.20	\$ 3,086.40	\$ 85.73	\$ 85.73	\$ 344.65	\$ 4,135.80	\$ 75.00	\$ 114.89
Wright Elementary School									
1500 Ketchum Road, Hampshire	2-10yd Trash 2X/wk	\$ 342.94	\$ 4,115.28	\$ 171.47	\$ 171.47	\$ 555.57	\$ 6,666.84	\$ 75.00	\$ 278.19
Hampshire, IL 60140	1-6yd Recycle 1X/wk	\$ 51.44	\$ 617.28	\$ 51.44	\$ 51.44	\$ 94.04	\$ 1,128.48	\$ 75.00	\$ 94.04
Big Timber Elementary School									
1400 Ridgecrest Drive	3-3yd Trash 2X/wk	\$ 154.32	\$ 1,851.84	\$ 77.16	\$ 77.16	\$ 397.33	\$ 4,767.96	\$ 75.00	\$ 198.67
Hampshire, IL 60140	1-3yd Recycle 2X/wk	\$ 51.44	\$ 617.28	\$ 25.72	\$ 25.72	\$ 74.09	\$ 889.08	\$ 75.00	\$ 74.09
			<u>\$ 158,081.64</u>				<u>\$ 244,581.08</u>		

Assumptions

Annual Costs	Based on Actuals	
Container Type	# of Pulls	
30 Yard Compactor - Trash		52
40 Yard Compactor - Trash		14
30 Yard Rolloff - Trash		65
Monthly Rates	Multiply by 12 months	

UNIT PRICING

CONTAINER SIZE

2 YARD

6 YARD

8 YARD

10 YARD

96 GAL TOTE

Groot		LRS	
WASTE	RECYCLE	WASTE	RECYCLE
\$ 17.15	\$ 17.15	\$ 14.47	\$ 12.96
\$ 51.44	\$ 51.44	\$ 26.28	\$ 21.74
\$ 68.59	\$ 68.59	\$ 31.30	\$ 25.25
\$ 85.73	\$ 85.73	\$ 37.77	\$ 30.20
\$ 8.74	\$ 8.74	\$ 7.29	\$ 6.95

TEMPORARY ROLLOFF

10 YARD OPEN TOP

20 YARD OPEN TOP

30 YARD OPEN TOP

\$198 haul plus \$57/per ton	\$198 haul plus \$57/per ton	\$ 385.00	\$ 325.00
\$198 haul plus \$57/per ton	\$198 haul plus \$57/per ton	\$ 450.00	\$ 385.00
\$198 haul plus \$57/per ton	\$198 haul plus \$57/per ton	\$ 510.00	\$ 450.00

*per pickup on a weekly schedule
\$75 call out fee

TIMELINE – Waste and Recycling Services

ACTION	DATE	TIME	LOCATION
Establish Timeline	Tuesday, 2/22/2022		Purchasing Office
Specifications Review/Deadline	Tuesday, 3/1/22		
Specifications Finalized	Tuesday, 3/1/22		
Legal Ad	Tuesday, 3/1/22		Daily Herald
Specifications Released	Tuesday, 3/1/22	4:00 PM	Bidnet
Pre-Bid Meeting	Tuesday, 3/8/22	10:00 AM	Google Meet
Q&A Deadline	Tuesday, 3/15/22	12:00 Noon	Bidnet
Bid Opening	Tuesday, 3/22/22	10:00 AM	Google Meet
Evaluation Period/Scope with Vendor	Tuesday, 3/22/22 - Thursday, 3/24/22		Purchasing Office
Recommendation to CFO	Thursday, 3/31/22		Central Office
CFOC Meeting/BFC Meeting	Tuesday, 4/12/2022		Central Office
BOE MEETING/Workshop/Approval	Tuesday, 4/26/2022		Central Office
Award Letter Issued	Wednesday, 4/27/22		Purchasing Office



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: April 5, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Dr. Joe Schumacher,
Assistant Superintendent of
Secondary Schools

Presented at the following Board Meetings	
Construction/Facility	
Finance	
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Student Mentor Transitions Program Contract

Background

Dundee-Crown, Hampshire, and Jacobs High School Principals recently researched and agreed upon a peer mentoring program to be implemented starting next school year at each site. Peer mentoring is an excellent avenue to increase school spirit, improve culture and climate, help transition students into high school life, and promote positive behaviors for all students.

Currently, Peer Mentoring is an elective course offered at Dundee-Crown High School. The principals at Hampshire High School and Jacobs High School will request that the Curriculum Department add the course offering for their schools starting with the 2023-2024 school year. For the upcoming school year, Jacobs High School and Hampshire High School plan to run this as an extra-curricular opportunity.

The IGNITE program provides a variety of staff and student resources, as well as training, in order for schools to be able to effectively implement peer mentoring. Principals have requested that we purchase the gold package with a one time cost of \$63,050 and PowerWithin!, with a one time cost of \$39,900. Annual costs thereafter will be around \$17,250 across the three schools for continued curriculum access.

Recommendation

The administration recommends that the Board approve the contract to secure the IGNITE program and services for the upcoming school year. Funding for the start up of this program will come from ESSER II and/or ESSER III , with annual costs thereafter coming from Title IV funds.



DISTRICT 300

PROFESSIONAL SERVICES AGREEMENT

This Agreement is dated as of the Effective Date as set forth in Section 4.T below, and is by and between the Board of Education of Community Unit School District No. 300, Kane, McHenry, Cook, and DeKalb Counties, Illinois (the "School District"), and **Ignite National Organization** (the "Consultant").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

SECTION 1. CONSULTANT.

A. **Engagement of Consultant.** The School District desires to engage the Consultant to perform and to provide all necessary professional consulting services (the "Services") as set forth in the Scope of Work (the "Scope") attached as Exhibit A to this Agreement. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement. The term of this Agreement shall be from the Effective Date until May 1, 2023 and may be renewed by mutual written agreement of the parties.

B. **Representations of Consultant.** The Consultant represents that it is sufficiently experienced and competent to perform the Services in a manner consistent with the standards of professional practice by recognized consultants providing services of a similar nature.

C. **Agreement Amount.** As compensation for administering the program, the School District will pay the Consultant the amounts set forth in the Scope to be paid in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* The proposed expenses are set forth in Exhibit A to this Agreement. Any expenses that exceed \$500 shall be first approved in writing by the School District's Superintendent.

D. **Claim in Addition to Agreement Amount.** If the Consultant desires to make a claim for additional compensation because of action taken by the School District, the Consultant shall provide written notice to the School District of such claim within 15 days after occurrence of such action as provided by Section 4.G, Notice, of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Section. Any changes in the Agreement amount shall be valid only upon written amendment pursuant to Section 4.E, Amendment, of this Agreement. Regardless of the decision of the School District relative to a claim submitted by the Consultant, the Consultant shall proceed with all the work required to complete the Services under this Agreement as determined by the School District without interruption.

E. **Taxes, Benefits, and Royalties.** Each payment by the School District to the Consultant includes all applicable federal, state, and municipal taxes of every kind and nature



DISTRICT 300

applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation because of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by the Consultant.

F. **Time of Performance.** The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the School District, as provided in Section 4.D.

G. **Reporting.** The Consultant shall regularly report to the School District's Superintendent, or the Superintendent's designee, regarding the progress of the Services during the term of this Agreement.

H. **Criminal Background Check.** The Consultant shall not send to any school building or school property any employee or agent who would be prohibited from being employed by the School District due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. The Consultant shall make every employee who will be sent to any school building or school property available to the School District for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent is sent to any school building or school property. The Consultant will reimburse the School District for the costs of the checks. The School District must provide a copy of the report to the individual employee, but is not authorized to release it to the Consultant.

I. **Replacement of Providers.** Upon the request of the School District, the Consultant shall replace any individual provider providing services to the School District with another qualified provider acceptable to the School District.

J. **Damage to Property.** In the event the School District's property is damaged by the Consultant, the Consultant shall, at the Consultant's sole cost, restore the property or any surrounding area. The restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If the Consultant does not repair the damage within 14 days after receiving written notice from the School District, or a lesser time if the School District determines the damage creates an emergency, the School District may repair the damage and the Consultant shall reimburse the School District for the costs the School District incurs within 14 days after the School District provides a written invoice to the Consultant.

K. **School Closure.** If the School District's schools are or will be closed for ten consecutive student attendance days or more due to a cause beyond the School District's reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, pandemic, governmental act, or failure of the



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Internet, the School District may terminate the Agreement after providing five days written notice to the Consultant or the parties may amend the Agreement to account for appropriate payment related to the Services actually provided by the Consultant during the school closure.

SECTION 2. CONFIDENTIAL INFORMATION-TRADEMARKS.

A. **Confidential Information.** The term “*Confidential Information*” shall mean information in the possession or under the control of the School District relating to the educational, employee, student record, technical, business, or corporate affairs of the School District; School District students, School District property; user information, including, without limitation, any information pertaining to usage of the School District's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement.

B. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the School District under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the School District. The Consultant may disclose Confidential Information if consented to in writing by the School District, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to the School District of such potential release.

In addition, the Consultant shall comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 *et seq.*), regarding the confidentiality of student “education records” as defined in FERPA and “school student records” as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the School District. To protect the confidentiality of student education records, the School District will limit access to student education records to those employees who reasonably need access to them to perform their responsibilities under this Agreement.

C. **Return of Confidential Information and School District Property.** Upon the termination of this Agreement, the Consultant shall return all Confidential Information and other property, documentation, or records belonging to the School District to the Superintendent.

D. **FOIA.** As an independent contractor of the School District, records in the possession of the Consultant related to this Agreement may be subject to the Illinois Freedom of



DISTRICT 300

Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Consultant, at the Consultant's cost, shall immediately provide the School District with any such records requested by the School District to timely respond to any FOIA request received by the School District. The School District will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Consultant refuses to provide a record that is the subject of a FOIA request to the School District and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the School District in any way, the Consultant shall reimburse the School District for all costs, including attorneys' fees, incurred by the School District related to the FOIA request and records at issue.

SECTION 3. INDEMNIFICATION AND INSURANCE.

A. **Indemnification.** To the fullest extent allowed by law, Consultant agrees to reimburse defense costs, indemnify, and hold harmless the School District, its architect, general contractor, and owner's representative as well as their respective employees and agents, directors, partners and members and trustees (collectively "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, liabilities, damages, losses, fines, penalties and expenses, including, without limitation, reasonable attorneys fees and expenses, resulting from or arising out of any injury to or death of any person, damage to any property, or other loss, cost or damage or expense arising out of or related to the following: (i) any acts, errors or omissions of Consultant, any employees of Consultant or any other person or entity for whom Consultant is responsible in connection with the performance of the services under this Agreement, whether or not lawful or within the scope of their employment; (ii) the failure of Consultant to comply with any law, statute, ordinance, code, rule, regulation or requirement of a public authority; (iii) an inquiry or investigation of Consultant by any public authority; or (iv) any breach by Consultant of any obligation of Consultant under this Agreement. The obligations of Consultant under this Section shall not be construed to negate, abridge, or reduce other rights of any of the Indemnified Parties or Consultant's obligations of indemnification. The indemnification obligations set forth in this Section shall survive the termination of this Agreement.

B. **Infringement.** The Consultant warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services Consultant provides to the School District. The Consultant will defend, hold harmless, and indemnify the School District against any claims brought by a third party against the School District to the extent based on an allegation that any of the Consultant's products infringe any U.S. patent, copyright, trademark, trade secret, or other proprietary right of a third party.

C. **Insurance.** During the term of this Agreement, the Consultant, at its sole cost and expense, and for the benefit of the School District, shall carry and maintain the following insurance:



DISTRICT 300

1. Comprehensive general liability and property damage insurance, insuring against all liability of Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
2. Professional Liability Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000) and the annual aggregate of not less than Three Million Dollars (\$3,000,000);
3. Automobile liability Insurance with a combined single limit of One Million dollars (\$1,000,000);
4. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Contractor's respective employees; and
5. Sexual abuse and molestation insurance with a combined single limit of One Million dollars (\$1,000,000).
6. Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, sexual abuse and molestation, and property damage insurance policy shall name the School District, its Board, Board members, employees, agents, successors, its architect, general contractor, and owner's representative as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the School District. The Consultant shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the School District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the School District by certified mail, return receipt requested.

D. **No Personal Liability.** No elected or appointed official or employee of the School District shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 4. GENERAL PROVISIONS.



DISTRICT 300

A. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the School District and the Consultant.

B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no School District employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, the Consultant does not have any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. **License and Assignment of Rights.** To the extent that the Consultant has intellectual property rights of any kind in any pre-existing works that are subsequently incorporated in any work or work product produced in rendering the Services, the Consultant hereby grants the School District a royalty-free, irrevocable, world-wide, perpetual, non-exclusive license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell, license, disclose, publish, or otherwise disseminate or transfer such subject matter. The Consultant further agrees that it will promptly make full written disclosure to the School District, will hold in trust for the sole right and benefit of the School District, and hereby assigns to the School District, or its designee, all right, title, and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which they may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, developed for the School District in the course of providing the Services during the Term. The Consultant further acknowledge that the inventions, original works of authorship, developments, concepts, know-how, improvements, or trade secrets which are made by the Consultant (solely or jointly with others) within the scope of and during the period in which the Consultant is retained by the School District are "works made for hire" (to the greatest extent permitted by applicable law) for which compensation is being paid to the Consultant pursuant to this Agreement.

D. **Termination.** Notwithstanding any other provision hereof, the School District may terminate this Agreement at any time upon 30 days prior written notice to the Consultant. If this Agreement is so terminated, the Consultant shall be paid for Services performed and reimbursable expenses incurred, if any, prior to termination, not exceeding the value of the Services completed.

E. **Amendment.** No amendment or modification to this Agreement shall be effective



DISTRICT 300

unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

F. **Assignment.** This Agreement may not be assigned by the School District or by the Consultant without the prior written consent of the other party.

G. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to the School District shall be addressed to, and delivered at, the following address:

Community Unit School District No. 300
Central Office
2550 Harnish Drive
Algonquin, IL 60102
Attention: Chief Financial Officer

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Ignite National
510 15th Street
Oakland, CA 94612
510-545-4830
Attn: Kris Menon

H. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District.

I. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

J. **Time.** Time is of the essence in the performance of this Agreement.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any



DISTRICT 300

reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal, State, or School District holiday.

L. **Governing Laws.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois.

M. **No Waiver.** The failure of either party to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

N. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

O. **Authority to Execute.** Each individual signing this Agreement on behalf of the entity that constitutes the School District and the Consultant, represents and warrants that the individual is duly authorized to execute and deliver this Agreement on behalf of the entity, and that this Agreement is binding on the School District and the Consultant, as the case may be, in accordance with its terms.

P. **Survival of Terms.** Sections 2, 3, and any provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties to this Agreement.

Q. **Exhibit.** Exhibit A is incorporated into and made part of this Agreement.

R. **Captions.** The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the contents, but are not part of the context.

S. **Counterparts.** This Master Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Master Agreement.

T. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.



DISTRICT 300

COMMUNITY
UNIT SCHOOL DISTRICT NO. 300

By: _____
Its: Chief Financial Officer

Date: _____

CONSULTANT

By: *Christina*

Its: Ignite Nation

Date: 3/25/22



DISTRICT 300.

Exhibit A **Scope**

Ignite Nation: A Cross Age Peer Mentoring Program

“Cross-age peer programs provide growth and learning opportunities for both mentors and mentees, resulting in a “double impact” that is appealing to schools and districts attempting to support students with limited financial and community resources.”

Michael Garringer & Patti MacRae, Mentoring Resource Center

Ignite Nation supports the Social Emotional Learning Standards

- STANDARD 1 - SELF-AWARENESS – Individual has the ability to identify their emotions, personal assets, areas for growth, and potential external resources and supports.
- STANDARD 2 - SELF-MANAGEMENT – Individual has the ability to regulate emotions, thoughts, and behaviors
- STANDARD 3 - SELF-EFFICACY – Individual has the ability to motivate themselves, persevere, and see themselves as capable.
- STANDARD 4 - SOCIAL AWARENESS – Individual has the ability to take the perspective of and empathize with others from diverse backgrounds and cultures.
- STANDARD 5 - SOCIAL MANAGEMENT – Individual has the ability to make safe and constructive choices about personal behavior and social interactions.
- STANDARD 6 - SOCIAL ENGAGEMENT – Individual has the ability to consider others and show a desire to contribute to the well-being of school and community.

Ignite Nation has a Multi-Tiered System of Supports (MTSS) is used to address the current needs of student. Some students struggle with academics, others struggle with behavioral challenges, trauma, and mental health. While some others struggle with all areas. Ignite provides a framework supporting staff and students academic and behavioral strategies. Ultimately, MTSS helps to create a positive environment for all students which in turn impacts school climate. Positive school climate is the leading indicator supporting students and staff reduce anxiety and trauma as they transition to a positive learning environment.

Ignite Nation is a program framework that allows to systematically provide social and emotional supports to students through a cross-age mentorship program as a Tier 1 & II support for all students:

1. The schools incoming students become a mentee, receiving mentoring and support by a peer student mentor. Mentors are a nominated and selected group of 10th-12th students who are trained in leadership, mentoring, listening, communication skills, positive relationship building; and are trained to deliver social-emotional wellness and academic achievement lessons onsite, or virtually, on a regular basis throughout the school year that are aligned to school’s monthly plan.
2. Each mentor is assigned to a classroom and is assigned 5 student mentees to support from



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the incoming class. Program framework recommends 2-3 teachers support 100 mentors. These teachers and executive mentors are trained by Ignite Coaches and then train their student mentor teams.

3. A new Ignite lessons is delivered every month or bimonthly. Mentors work with their mentees around social emotional or academic strategy topics engaging them with personal stories, interactive activity, and discussions to relate the topic to one's current life. Ignite training can be delivered onsite and can also be virtual. Ignite will assign 3-5 trainers to be onsite for executive mentor camp and mentor camp. If ignite provides virtual training it can be on teams or zoom, whichever is preferred by the school. Students can participate in the trainings either in their school building or at an admin scheduled location or online.

4. Student mentors build trusting relationships with their mentees and encourage them to do their best work and be their best selves. Throughout the program, the teacher, Executive Mentors, and mentors support and encourage mentees. The mentors become the extra support and an extension of the administration's goals and building expectations. The school sees huge growth in the leadership development of their mentors in year one.

5. Ignite can be a C.T.E. or leadership course in a school for executive mentors and mentors. Student mentors can receive college credit every year for being a mentor.

We believe that students have the potential, with the help of caring adults and in the context of supportive school community, to drastically improve school experience for themselves and their peers. Peer mentoring places students at the center of efforts to improve schools by harnessing the power of positive peer relationships and social and emotional learning to engage and re-engage students.

Over the past year our students have undergone sever trauma and the need for mental wellness. As a result, students, both peer mentors and younger student mentees they support, are given an avenue and shown how to show empathy, communicate both their successes and challenges and create safe and caring environments. Both the mentors and mentees build social and emotional learning skills, and ultimately become engaged citizens within their school communities. Over time the articulation of language of doing your best work and being your best self becomes part of who they are.

It is worth noting that this model is intended to serve all students, not only students who have been identified as needing additional support. In this way, higher-risk students benefit from exposure to more motivated and academically successful students in a supportive, structured setting. Lower risk, but still vulnerable students receive mentoring to overcome obstacles that could eventually lead to more serious problems. As a result, Ignite Nation is a program all students feel proud to be a part of rather than one that could be stigmatized as a program for struggling students.

A peer mentoring approach can have a profound impact on participating students. Students who participate in the Ignite Nation program, as mentors, learn to build caring and empathic relationships in which they communicate more effectively and work together more productively.



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The benefits for the mentees can be: Improved social skills, greater feelings of connection to the school and peers, decreased behavior problems and increased student attendance and academics.

Cross aged peer mentoring can be a straightforward, cost-effective, and evidence-based solution for creating and sustaining student engagement that requires a modest upfront investment and a small recurring yearly cost.

It also requires relatively minor changes to the way schools do business yet has been shown to lead to massive changes in students' feeling of self-worth and student ownership for their learning. Given the low cost of implementation, the infrastructure, and critical resources already in place (younger students, older students, and willing staff), we feel strongly that the Ignite Nation program can assist close academic and social/emotional gaps for students a

Gold Plan: May 2023

1. Ignite Compass, Training Adult Advisor Team: May 2-3rd. 9:00-2:00 2 Ignite coaches provide onsite support. Location TBD

Getting off to the right start includes selecting the right adults to oversee the program. They are the bridge of the program and provide communication to administration, leaders, and staff. Ignites' role is to prepare and support your advisors on building a team, setting goals, supporting the selection process and communication steps for all stakeholders. A training and coaching system will be customized to the needs and capacity of each school and will include a virtual training for your staff with other like-minded advisors or onsite district training that fits the school's vision and timeline.

2. Onboarding and ongoing coaching: Your Ignite coach will support all areas of your yearlong system. Instructional videos, template applications, recruiting process for mentors and executive mentors, to training school staff on the vision and purpose of the program. Your coach will meet monthly making sure everyone is confident and excited about their role and vision of how the student mentors can support all areas of the school. The coaching will continue throughout the spring and available for the fall based on needs of the team.

3. Ignite Nation Curriculum & Online Training System: Support the mentors and 9th grade mentees with yearlong lessons for assigned class time or a pull-out model. System provides recommended Executive Mentor meeting agendas, 30 min lessons aligned with school vision and goals for the 9th grade class. It will be customized to align with school schedule and school goals. Your Ignite coach will work with advisor team and building leadership to provide a customized calendar of lessons. Ignite training lessons will include instructional lesson, sample mentors modeling the 4 parts of a lesson, template feedback forms for 9th grade M2M teachers and executive mentors.

4. Registration for Foundational Training Camp: includes an Executive Mentor 1-day Camp, and a 2-day Mentor Camp. August 1st -3rd. 9:00-3:00. Onsite support for Orientation Day August 4th.

Our servant leadership system allows for all stakeholders to own the success of the program.



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From day two, the Executive mentors will be in the lead training their peer mentor teams. Foundational training provides a vision and provides your students motivation to do their best work. Training will include creating a customized plan of how best to support the incoming student's, mentor skill development, teamwork and classroom management are the focus on day 1.

Breaking down personal walls, building confidence and personal growth are the focus from day two. Our goal is to empower your student mentors to take the lead in classroom management and relationship building. Mentors will be trained to lead their building freshman orientation and given the foundational pieces to continue with monthly or bimonthly classroom lessons.

5. **Power Within! High School comes with ongoing changes and challenges.**

Training day November 8th. 9:00-2:00, Power Within event day Nov 9th-11th including onsite support and assembly speakers. During these unprecedented times, CDC reports one third of students are experiencing high rates of depression anxiety and suicide thoughts. For many, this heightened level of stress will lead to potentially harmful long-term consequences.

Our 'breaking down the walls' event gives your staff & 9th grade students an opportunity to learn from one another in a unique way. Your community will be strengthened by seeing themselves and one another through a new set of eyes. This opportunity will provide a safe space where students can share their goals and dreams.

The day is first focused on helping your students come out of their comfort zones and own their story. Though assemblies, large group activities, and breakout sessions facilitated by your student mentors, the community comes together, and individuals are given an opportunity to self-reflect and make decisions that their life matters and set goals for the rest of the year to be their best selves and do their best work.

Our Power assemblies include national speaker, Tevin Lucas, designed to inspire a commitment of excellence from your community. The breakout sessions are run by your new student mentor team. We will have a one-day foundational training preparing them for their role.

Over the training day everyone will catch the vision of what is possible for their school, provide input into what changes they want to have happen in their learning communities and strengthen the current community. They will have access to review their Power lesson on our training system and customize the lesson to their teams' style and school.

Your student mentors will then cohost the event for your 9th graders and staff providing the leadership for their peers to rise and take ownership for who they are and the choices they make. The mentors will facilitate breakout sessions and attend large group activities and assemblies designed to anchor the day and provide thought provoking conversations.



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Ignite Nation Gold Plan investment for District 300's 3 High Schools	
<p>1. Ignite Compass: 2-day camp for the advisors supporting the program. Recommend 2-3 staff oversee the program and alignment with other initiatives. (\$695 per staff virtual or onsite. *District pricing \$4,800 for up to 20 staff attending)</p>	\$4,800
<p>2. Onboarding and monthly coaching: Ignite coach helps develops a customized plan including training and M2M schedule with your staff. We work with your staff team assigned and building leadership to align the goals of the program and other building initiatives to the lessons. Ignite monthly coaching throughout the first year supporting the staff team and helping them create a sustainable system. Est 30 hrs. of support</p>	\$9,000
<p>3. Ignite Curriculum The curriculum system includes a single sign on customized school page for classroom Ignite Spark plug and play lessons. And single sign on training instructional site including sample videos of students leading the M2M lessons for student mentors and staff to use supporting the leadership development of the team.</p>	\$11,550
<p>4. Ignite Materials for orientation & T-shirts for mentors est 180 mentors per school</p>	\$6,480
<p>4. District Executive Mentor and Mentor Training Camp: 3 DAYS onsite for training and onsite for event at each school. Your coaches will set benchmark goals around attendance and academic achievement for all students. Working with the Advisors and Exec Mentors preparing them to take the lead with their teams. Skill development, teambuilding, working in small groups, learning the training system, classroom management and how to work and adapt with different behaviors. Onsite team of 3 Ignitecoaches and 3-4 trainers and college interns hosting HS district event. Additional support requested, an Ignite coach will be onsite for each school's orientation event. Role is to help support, manage, and encourage the team.</p>	\$32,000
<p>5. Power Within! A one-day training customized to the schedule and needs of the school supporting the breaking down the walls camp. This transformational event can only happen with the support of your mentor team and staff. One day training for the mentor ambassadors modeling breakout lessons, painting a vision. Developing a customized schedule for the incoming class including assembly messaging, breakout lessons and staff onboarding. The event day includes 2-3 assemblies, large group activities and breakout sessions. Materials and participant workbooks included. \$13,300 per school including training travel, onsite event travel for Assembly speaker Ignite coaches and trainers \$13,300 per school</p>	\$39,900
<p>Investment</p> <p>Fee Schedule: May 5th, 2022: 36,480 July 10th, 2022: \$30,000 September 10th 2022: \$37,250</p>	\$103,730



DISTRICT 300

Terms of Working Agreement

Between "us," Ignite Nation and "you," District 300.

You, District 300, are hiring Ignite Nation located at PO Box 2602 Gig Harbor Wa. 98335, to perform consulting, coaching, and training services for your 3 high schools. The total price of \$103,730 as outlined above in our fee schedule.

High School Agrees to:

1. Provide platform or location for training students and staff including projector, screen, speakers, tables and chairs and room for activities.
2. Inform participants regarding training dates, times, location and if meals will be provided.
3. Inform staff and parents of the training purpose and logistics of the event.
4. Provide lunch arrangements for participants for all day events.
5. Have at least one adult present during training times. (Recommend advisors are given a stipend or compensated for training days outside of school time.)
6. Communicate with staff and district about vision and goals for the program.
7. Collect student permission forms for photos to be taken during events and shared with district and social media.
8. Collect and communicate relevant data for Ignite including failure rate, referrals, and attendance. No personal information or school data is collected by Ignite Nation.
9. Provide 50% of contract value within 30 days of agreement if under \$50,000.
10. Provide school staff with copy of lesson plans, teacher preview and teacher feedback forms before every lesson and share all feedback with Ignite coach.
11. Ignite Spark curriculum is a yearly subscription fee and will only be used by school during contracted year. *Renewal pricing for Spark curriculum recommended on an annual basis. Year 1-Year 3:2022-2025: \$3,850 per school. Alumni pricing: \$2,000 per school

Ignite Consulting Agrees to:

1. Provide training materials for participants and mentors.
2. Provide onsite training per guideline of contract agreement.
3. Work with admin and lead advisor to customize objectives and calendar events to meet building needs.
4. Provide an Online Training System for Advisors and Mentors. Training system includes, lesson plan, videos, power points, and teacher previews and classroom power points or Spark



DISTRICT 300

lessons.

5. Provide certificates to participants who have completed the appropriate program.
6. Provide feedback and evaluations on contract agreement on how program is going and provide recommended course corrections.
7. Provide recommended assessment tool for all participants at end of year and provide tally report to school.



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: April 4, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Shelley Nacke,
Assistant Superintendent of Education
Services

Presented at the following Board Meetings	
Construction/Facility	
Finance	
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Social and Emotional Skills Screener (Renewal)

Background

The DESSA System universally screens, assesses, monitors progress, measures outcomes, and strengthens the social-emotional competence of all K-8 students in a strengths-based format. It provides data that will allow teachers to tailor instruction for individual students or groups of students.

Extensive research-based interventions, provided within the DESSA System, support students' social-emotional growth throughout the year. The DESSA System can monitor students' progress in acquiring social-emotional skills and evaluate outcomes at the student, group, program, school, and district level.

The cost for renewal for 2022-2023 is \$40,500; the vendor has provided us with three-year pricing at the same cost; the contract will be fully executed pending award. The contract will be funded by the IDEA Grant.

Recommendation

The administration recommends the approval of the contract as presented.



DISTRICT 300

Community Unit School District 300

2605 BUNKER HILL DRIVE

ALGONQUIN, IL 60102

Diane C. White, Director of Purchasing

PHONE: 847-551-8460 · 847-551-8463

April 5, 2022

Ms. Chelsea Shuss
Aperture Education LLC
100 Main Street, Suite 201
Fort Mill, SC 29715

Via email: cshuss@apertureed.com

Contract Renewal: Aperture Student Subscriptions

Dear Ms. Shuss,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 10/01/2022 – 9/30/2023. On April 27, 2021, the Board of Education originally approved a contract with Aperture Education LLC for student subscriptions for 26 Schools. This contract is attached.

In August of 2022, District 300 is opening Big Timber Elementary School in Hampshire, Illinois. The expected enrollment will be 400 students. We will be serving 27 schools in total. Our overall census, however, will remain unchanged. No new students will be added. Please provide pricing for the addition of this school to the contract.

If your firm agrees to the contract price of \$40,500.00 plus the cost to service Big Timber Elementary School, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Wednesday, April 6, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Service Provider

Account - Contact Information		Aperture Education - Contact Information	
Organization Name	District 300	Prepared by	Chelsea Shuss
Main Contact Name	Tommy Parisi	E-mail	cshuss@apertureed.com
Main Contact Title	Director of PE/Driver's Education/SEL and Athletics	Phone	412.860.9794
Main Contact Phone/Email	847.560.0770 thomas.parisi@d300.org	Order Date	March 23, 2021
		Expires	May 1, 2021
Subscription Management - Contact Information		Account - Billing Information	
Program Administrator*		Account #	706182
Prog Admin Phone/Email		Billing Contact	
Data/SIS Manager Name*		Billing Contact Title	
Data/SIS Mgr Phone/Email		Billing Contact E-mail	
Authorized to Make Changes*		Billing Contact Phone	
		PO #:	

*The Program Administrator is the person within your organization who will be managing the online subscription account. The Data/SIS Manager, if applicable, is the person at your organization who will be working with the program admin to manage the rostering of students and users and classes. They are often the SIS specialist. Please list name and contact information for at least one person who is authorized to change the Program Administrator in the event that person leaves your organization.

Account - Shipping Information		Shipping Address	
Shipping Contact			
Shipping Phone/Email		Attention:	

SUBSCRIPTIONS					
Subscription Period		Description	Item No.	Authorized Licenses*	Fees
Start Date	End Date				
10/01/21	09/30/22	K-8 DESSA and DESSA-mini (4 versions), Growth Strategies, Foundational Practices, Reporting; 12 month per student subscription	40640-MS	4,518	\$18,072.00
10/01/21	09/30/22	DESSA-SSE, DESSA-mini (4 versions), Growth Strategies, Foundational Practices, Reporting; 12 month per student subscription	40680-MS	8,482	\$33,928.00
		Eligible Volume Discount 10,000+ licenses (15% off licenses)			(\$7,800.00)
		Additional Exceptional Discount Extended			(\$11,700.00)
10/01/21	09/30/22	SIS Integrations: rostering & synchronization; SFTP solution	41000	13,000	\$6,500.00
SUBSCRIPTIONS SUBTOTAL					\$39,000.00

*Licenses for the DESSA Comprehensive System are consumed when a student has been uploaded into the DESSA System and NOT when an assessment has been completed for a student. Only upload students whom you intend to assess. **"Unused" licenses do not roll over.** Annual licenses for EdSERT are site licenses and require one license per account per year.

PRODUCTS & SERVICES				
Description	Item No.	Quantity	Unit Price	Total
Web-Based Training and Support: 24/7/365 Support Portal/Ticket Access, Access to Global Trainings and PD for Leadership/Raters and Tech System Set up	43000			\$1,500
PRODUCTS & SERVICES SUBTOTAL				\$1,500.00
Estimated Taxes				
Tax Exempt? Please provide your tax exemption certificate with your purchase order or check to avoid accounting-related delays in processing your order.				
Shipping & Handling				
TOTAL INVESTMENT				\$40,500.00

PAYMENT TERMS & TAXES

All fees must be paid in full 30 days from the date of invoice. In the case of training and services delivered on-site, a purchase order or payment must be received within 72 hours of your established training date to avoid cancellation of your training. Aperture Education reserves the right to suspend Services until all past due amounts are paid in full. Any renewal or additional Order Forms shall be at Aperture Education's then-published rates or as otherwise specified on the Order Form. Prices quoted may not include and Customer shall pay all sales/use, gross receipts, value-added, GST or other tax (including interest and penalties imposed thereon) on the transactions contemplated herein, other than taxes based on the net income or profits of Aperture Education. Payment can be made via check, purchase order & invoice, or credit card. Credit card purchases will incur a 3% fee for processing. Payments made via foreign check will incur a \$50 processing fee.

Account - Contact Information		Aperture Education - Contact Information	
Organization Name	District 300	Prepared by	Chelsea Shuss
Main Contact Name	Tommy Parisi	E-mail	cshuss@apertureed.com
Main Contact Title	Director of PE/Driver's Education/SEL and Athletics	Phone	412.860.9794
Main Contact Phone/Email	847.560.0770 thomas.parisi@d300.org	Order Date	March 23, 2021
		Expires	May 1, 2021
Subscription Management - Contact Information		Account - Billing Information	
Program Administrator*		Account #	706182
Prog Admin Phone/Email		Billing Contact	
Data/SIS Manager Name*		Billing Contact Title	
Data/SIS Mgr Phone/Email		Billing Contact E-mail	
Authorized to Make Changes*		Billing Contact Phone	
		PO #:	

*The Program Administrator is the person within your organization who will be managing the online subscription account. The Data/SIS Manager, if applicable, is the person at your organization who will be working with the program admin to manage the rostering of students and users and classes. They are often the SIS specialist. Please list name and contact information for at least one person who is authorized to change the Program Administrator in the event that person leaves your organization.

Account - Shipping Information		Shipping Address	
Shipping Contact			
Shipping Phone/Email		Attention:	

SUBSCRIPTIONS					
Subscription Period		Description	Item No.	Authorized Licenses*	Fees
Start Date	End Date				
10/01/22	09/30/23	K-8 DESSA and DESSA-mini (4 versions), Growth Strategies, Foundational Practices, Reporting; 12 month per student subscription	40640-MS	4,518	\$18,072.00
10/01/22	09/30/23	DESSA-SSE, DESSA-mini (4 versions), Growth Strategies, Foundational Practices, Reporting; 12 month per student subscription	40680-MS	8,482	\$33,928.00
		Eligible Volume Discount 10,000+ licenses (15% off licenses)			(\$7,800.00)
		Additional Exceptional Discount Extended			(\$11,700.00)
10/01/22	09/30/23	SIS Integrations: rostering & synchronization; SFTP solution	41000	13,000	\$6,500.00
SUBSCRIPTIONS SUBTOTAL					\$39,000.00

*Licenses for the DESSA Comprehensive System are consumed when a student has been uploaded into the DESSA System and NOT when an assessment has been completed for a student. Only upload students whom you intend to assess. **"Unused" licenses do not roll over.** Annual licenses for EdSERT are site licenses and require one license per account per year.

PRODUCTS & SERVICES				
Description	Item No.	Quantity	Unit Price	Total
Web-Based Training and Support: 24/7/365 Support Portal/Ticket Access, Access to Global Trainings and PD for Leadership/Raters and Tech System Set up	43000			\$1,500
PRODUCTS & SERVICES SUBTOTAL				\$1,500.00
Estimated Taxes				
Tax Exempt? Please provide your tax exemption certificate with your purchase order or check to avoid accounting-related delays in processing your order.				
Shipping & Handling				
TOTAL INVESTMENT				\$40,500.00

PAYMENT TERMS & TAXES

All fees must be paid in full 30 days from the date of invoice. In the case of training and services delivered on-site, a purchase order or payment must be received within 72 hours of your established training date to avoid cancellation of your training. Aperture Education reserves the right to suspend Services until all past due amounts are paid in full. Any renewal or additional Order Forms shall be at Aperture Education's then-published rates or as otherwise specified on the Order Form. Prices quoted may not include and Customer shall pay all sales/use, gross receipts, value-added, GST or other tax (including interest and penalties imposed thereon) on the transactions contemplated herein, other than taxes based on the net income or profits of Aperture Education. Payment can be made via check, purchase order & invoice, or credit card. Credit card purchases will incur a 3% fee for processing. Payments made via foreign check will incur a \$50 processing fee.



Account - Contact Information		Aperture Education - Contact Information	
Organization Name	District 300	Prepared by	Chelsea Shuss
Main Contact Name	Tommy Parisi	E-mail	cshuss@apertureed.com
Main Contact Title	Director of PE/Driver's Education/SEL and Athletics	Phone	412.860.9794
Main Contact Phone/Email	847.560.0770 thomas.parisi@d300.org	Order Date	March 23, 2021
		Expires	May 1, 2021
Subscription Management - Contact Information		Account - Billing Information	
Program Administrator*		Account #	706182
Prog Admin Phone/Email		Billing Contact	
Data/SIS Manager Name*		Billing Contact Title	
Data/SIS Mgr Phone/Email		Billing Contact E-mail	
Authorized to Make Changes*		Billing Contact Phone	
		PO #:	

*The Program Administrator is the person within your organization who will be managing the online subscription account. The Data/SIS Manager, if applicable, is the person at your organization who will be working with the program admin to manage the rostering of students and users and classes. They are often the SIS specialist. Please list name and contact information for at least one person who is authorized to change the Program Administrator in the event that person leaves your organization.

Account - Shipping Information		Shipping Address	
Shipping Contact			
Shipping Phone/Email		Attention:	

SUBSCRIPTIONS					
Subscription Period		Description	Item No.	Authorized Licenses*	Fees
Start Date	End Date				
10/01/23	09/30/24	K-8 DESSA and DESSA-mini (4 versions), Growth Strategies, Foundational Practices, Reporting; 12 month per student subscription	40640-MS	4,518	\$18,072.00
10/01/23	09/30/24	DESSA-SSE, DESSA-mini (4 versions), Growth Strategies, Foundational Practices, Reporting; 12 month per student subscription	40680-MS	8,482	\$33,928.00
		Eligible Volume Discount 10,000+ licenses (15% off licenses)			(\$7,800.00)
		Additional Exceptional Discount Extended			(\$11,700.00)
10/01/23	09/30/24	SIS Integrations: rostering & synchronization; SFTP solution	41000	13,000	\$6,500.00
SUBSCRIPTIONS SUBTOTAL					\$39,000.00

*Licenses for the DESSA Comprehensive System are consumed when a student has been uploaded into the DESSA System and NOT when an assessment has been completed for a student. Only upload students whom you intend to assess. **"Unused" licenses do not roll over.** Annual licenses for EdSERT are site licenses and require one license per account per year.

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PRODUCTS & SERVICES SUBTOTAL				\$1,500.00
Estimated Taxes				
Tax Exempt? Please provide your tax exemption certificate with your purchase order or check to avoid accounting-related delays in processing your order.				
Shipping & Handling				
TOTAL INVESTMENT				\$40,500.00

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TERMS FOR SUBSCRIPTION SERVICES

The following terms apply only to orders which include subscription services.

Support

If you detect an outage or have other issues accessing the Services, you can contact Aperture Education Technical Support as follows: During business hours (8 am - 5 pm ET) or by emailing clientsuccess@apertureed.com. In addition, support guides and constantly updated support articles are available 24/7 by clicking on the Support hyperlink from within the application.

Term & Termination

This Order Form commences upon the Order Date set forth above and shall continue until the completion of the Subscription Period(s) for the Services set forth herein. This Order Form is subject to the termination rights set forth in the "Additional Terms" below.

Additional Terms

Notwithstanding anything to the contrary in the Terms, this Order Form and the Services provided to Customer hereunder are subject to the following additional terms. In the event of any conflict between these additional terms and the Terms, these additional terms will prevail. Limited Performance Warranty. Aperture Education represents and warrants during the Subscription Period(s) that the Services will operate substantially in accordance with any applicable documentation provided by Aperture Education; provided that (i) the Services are implemented and operated in accordance with all instructions supplied by Aperture Education; (ii) Customer notifies Aperture Education of any defect in the Services within ten (10) calendar days after the appearance thereof; (iii) Customer has properly used all updates recommended by Aperture Education with respect to any third party or adapter software products that materially affect the performance of the Services; (iv) Customer has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; (v) Customer has not introduced other equipment or software creating an adverse impact on the Services; (vi) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement; (vii) any legacy software with respect to which the Services are to operate contains clearly defined interfaces and correct integration code; and (viii) Customer has made no changes (nor permitted any changes to be made other than by or with the express approval of Aperture Education) to the Services source code, if any is licensed hereunder. Indemnification. Aperture Education shall defend, indemnify and hold Customer harmless from any claim (including attorney fees) that the Services in the form provided violate or infringe the intellectual property rights of any third party; provided that Aperture Education is given prompt notice of the claim and sole control over the defense and any settlement thereof (except Aperture Education shall not enter into any settlement prejudicial to Customer without Customer's consent). Aperture Education is not obligated to indemnify Customer to the extent any claim arises from Customer's breach of the Terms or use of the Services in combination with any software, data, process or technology not supplied by Aperture Education (where there would be no claim, but for such combination) or (ii) unless Customer provides Aperture Education its reasonable cooperation at Aperture Education's expense. Termination. Either party may, in addition to other relief, suspend or terminate this Order Form if the other party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. De-Identification. Ninety (90) days after the end of the Subscription Period, Aperture Education will automatically de-identify any personal data (including student data) received from Customer. If Customer wants to extract any such personal data from the Services, Customer must do so before the end of the Subscription Period.

This Order Form incorporates by reference the Aperture Education Terms of Service found at www.apertureed.com/terms-of-service (the "Terms"), including any defined terms therein.

Terms for Professional Development and Training Services

The following terms apply only to orders which include professional development and/or training services.

Planning and Preparation

A training planning meeting must be conducted ahead of each on-site training date. This meeting will help Aperture Education to confirm details and understand your goals and unique context so that we can tailor the training to you as appropriate. Inability or failure to participate in the initial training meeting, subsequently required planning meetings or providing the Trainer key details required to conduct a successful training will result in cancellation of the training.

System Preparation

For trainings that involve accessing and using the DESSA Comprehensive SEL Assessment System, we require that the account be set up no fewer than 3 business days in advance of the professional development and/or training. This set up includes: completion of the Planning Your Program Meeting, Prepping Your System Training, all student rosters are loaded, all accounts are activated for users who will be using the system and attending the training, and all users who will be conducting ratings have logged into the system to confirm that their student rosters are accurate. If the training involves completing ratings, the DESSA assessment should also be assigned to the raters (please ask them NOT to complete the ratings ahead of the training). Failure to complete these steps 72 hours prior to the scheduled training may result in a need to reschedule the training.

Rescheduling and Cancellation Policy

You must notify Aperture Education as soon as possible if for any reason any on-site training needs to be cancelled or rescheduled. If you decide to cancel rather than reschedule the training, you may be eligible for a refund as long as we receive at least 72 hours' notice prior to the day of the workshop. Please note that all costs accrued after acceptance of these terms and prior to the workshop (including airfare) will be withheld from the refund, even if you cancel the workshop.

Additional Terms

Web-Based Training - Your assigned Client Success Manager will work with you to schedule all web-based training sessions. We make every effort to accommodate requests for specific training times for our clients and appreciate at least 24 hours' notice to reschedule or cancel a web training. Cancelled webinars with less than 24 hours' notice or "no shows" are subject to a \$100 fee in order to reschedule.

Onsite Training - All on-site trainings will be planned in coordination with your assigned Client Success Manager and conducted by a qualified Aperture-certified Master Trainer with general expertise in SEL and specific expertise in Aperture products.

Training Preparation - A training planning meeting must be conducted ahead of each on-site training date. This meeting will help us to confirm details and understand your goals and unique context so that we can tailor the training to you as appropriate. Inability or failure to participate in the training meeting at least two weeks prior to the training will result in cancellation of the training.

For onsite trainings that involve accessing and using the DESSA Comprehensive SEL Assessment System, we require that the account be set up no fewer than 3 business days in advance of the workshop. This set up includes: completion of the Planning Your Program Meeting, Prepping Your System Training, all student rosters are loaded, all accounts are activated for users who will be using the system and attending the training, and all users who will be conducting ratings have logged into the system to confirm that their student rosters are accurate. If the training involves completing ratings, the DESSA assessment should also be assigned to the raters (please ask them NOT to complete the ratings ahead of the training). Failure to complete these steps 72 hours prior to the scheduled training may result in a need to reschedule the training.

Materials - The trainer will send you a copy of all workshop materials so you can make copies for all participants. In addition to these, we will need you to supply the following: markers, large removable poster paper, sticky notes, and a means of projecting the training as well as an adequate space for the training that is sufficiently free from distraction. We also recommend snacks and beverages be available for your attendees.

Travel Costs - Our trainer will make all travel arrangements. The cost detailed above includes all the above listed services, trainings, and all related travel expenses, and will be invoiced by Aperture Education upon your acceptance of this letter as indicated by your signature below. Please let Aperture Education know if you have any special billing requirements. If payment is not received 72 hours prior to the schedule training day, we will release hold on your specified training date and will work with you to reschedule your training with our then availability.

Agreement

The signature below affirms your commitment to pay for the products and Services in accordance with the terms set forth in this Order Form.

Authority to Sign

By signing below, you represent and warrant that you are signing with full and complete authority to bind the Customer, on whose behalf you are signing, to this Agreement.

Community Unit School District 300

Organization

Susan Harkin

A3BB358670FE4AD718B86C5B0A2FAD86 contractworks

Signature

Susan Harkin

Name

Chief Operating Officer

Title

04/28/2021

Date

Aperture Education

Organization

CS

Signature

Chelsea Shuss

Name

Partnership Manager

Title

March 23, 2021

Date



**Community Unit School District 300
and Aperture Education
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between Community Unit School District 300 (the "School District") and **Aperture Education** (the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

[Complete Appendix A.]

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide Student Data to the Company as identified in Exhibit "B".

[Complete Exhibit B.]

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products and/or services represents the minimum necessary data



for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

- 3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

- 4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.
- 4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.
- 4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:
- 4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it



will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.



- 5.1.1 *Security Procedures and Practices.* The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce’s National Institute of Standards and Technology’s Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.
- 5.1.2 *Storage of Data.* The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company’s own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.
- 5.1.3 *Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company’s storage of School District Data at the School District’s expense to ensure compliance with the terms of the Agreement and this Addendum.
- 5.1.4 *Reasonable Methods.* The Company agrees to use “reasonable methods” to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.
- 5.2 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company’s programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.



- 5.3 *Data Return/Destruction.* Upon 90 days after the expiration of the term of the Agreement, upon 90 days after the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data via complete de-identification. The Company agrees to send a written certificate that the data was properly destroyed or returned upon School District Request. Such certificate shall be delivered within 30 days of the date of the request (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 5.3* written evidence of parental/guardian consent for any data maintained.
- 5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.
- 5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.
- 5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 24 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the



breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section 6.1.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.



6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

7.1 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.

7.2 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.

7.3 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:

7.3.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;

7.3.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);

7.3.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);

7.3.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;



- 7.3.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease - Each Employee; \$1,000,000 - Policy Limit; and

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.4 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.
- 7.5 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District.



Any provision in the Agreement, except for Section 7.8 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.

- 7.6 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.7 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 7.8 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
- 7.9 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.10 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.11 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum.



Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.

- 7.12 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.13 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.14 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum and the Company is unable to cure the default within 15 days of delivering written notice of the default to the Company. In addition, either party may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred with the exception of student licenses, which are pre-paid and not reimburseable.
- 7.15 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.16 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.



Appendix "A"

Insert a brief description. *"Nature of Products or Services Provided. The Company has agreed to provide the School District the products and/or services outlined below:*

The Aperture System is web-delivered software designed to support school districts and youth development programs in delivering evidence-based, data-driven, and accountable social and emotional learning (SEL) programs to children and youth in grades K-12. The system has two primary components, 1) The selected DESSA Assessments (DESSA-mini, DESSA, and DESSA-SSE) and Instructional Resources, which provides educators with rigorous and practical tools to screen, assess, and teach social-emotional skills, and 2) a web-based, scalable, and secure platform to deliver the functionality to the educator and district/program administrators.



Exhibit "B"
SCHOOL DISTRICT DATA PROVIDED

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify: demographic information selected by district may be included or excluded from the Aperture System.	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>



	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input checked="" type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>



Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>



Other

Please list each additional data element used, stored, or collected by your application:



None	No Student Data collected at this time. Provider will immediately notify D300 if this designation is no longer applicable.	<input type="checkbox"/>



Company Name

Community Unit School District 300

Chelsea Shuss

Susan Harkin

09BE1E532306002CA106FAAD43CEFE998 contractworks
Signature

A3BB358670FE4AD718B86C5B0A2EAD86 contractworks
Signature

Chelsea Shuss

Name

Susan Harkin

Manager of Success Team

Title

Chief Operating Officer

04/28/2021

Date

04/28/2021

Date



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: April 1, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Shelley Nacke,
Assistant Superintendent of Education
Services

Presented at the following Board Meetings	
Construction/Facility	
Finance	
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Alternative Education Service Contract (Renewal)

Background

The district has used Ombudsman for several years to support students who need Alternative Education plans. These are students who have personal, social, learning, family, and environmental challenges that make it harder for them to succeed in a traditional classroom setting. The purpose of Ombudsman is to provide alternative education in an off-campus program intended to reduce drop-out rates and increase graduation rates. This is a one-year contract with a cost of \$72,470; this is an increase of \$2,790 from last year. The expense will be paid for out of the Education Services budget.

Recommendation

The Administration recommends the approval of the contract for Ombudsman Educational Services as presented.

Ombudsman
2022-23 Alternative Education Services Agreement

This Agreement is made and entered into by and between Ombudsman Educational Services, Ltd., an Illinois corporation whose address is 28100 Ashley Circle, Suite 102, Libertyville, IL 60048-1359 ("Ombudsman"), and the Board of Education of Community Unit School District No. 300, Kane, McHenry, Cook, and DeKalb Counties, IL, whose address is 2550 Harnish Drive, Algonquin, 60102 (the "District").

Section 1. Scope of Service Provided.

Ombudsman provides the Districts an off-campus program intended to reduce drop-out rates, increase graduation rates, increase attendance levels, improve academic performance for drop-out prevention and offer the District's non-traditional learners a new opportunity to encounter a personalized learning experience different than they encountered in the traditional school setting.

The Ombudsman Program helps students progress through academic and pro-social skills by offering differentiated instruction of standards-based curriculum in a technology rich environment to improve success toward course completion, test performance and persistence to graduation.

1.1 Placement. Working with Ombudsman, the District identifies students who may benefit from the program. An initial intake interview is conducted with the student, parent, Ombudsman center director and a District representative, if necessary. The Ombudsman center director explains the expectations of the program and asks for the student's commitment for participation and success in the program. The parent/guardian is also asked to make a commitment to support the student's effort to succeed in the program.

The District determines credit requirements and projects graduation or promotion, which is reflected in the student's Academic Profile and Course Schedule. Students who are unable to fulfill the referring District's graduation requirements may be eligible at the District's discretion to receive an Ombudsman diploma. The Ombudsman diploma is recognized and accredited as a high school diploma by the Middle States Commission (MSCES), Southern Association of Colleges and Schools (SACS), North Central Association of Schools and Colleges (NCA) and Cognia (Cognia).

1.2 Assessment. Students enrolled in the Ombudsman program will take all state required testing and end of course assessments. Students are also assessed in reading, writing and mathematics.

1.3 Instruction. Each student receives instruction in the courses identified on the Course Schedule utilizing online instructional components, print-based and multimedia resources driven by a standards-based curriculum, small group instruction and, when appropriate, work study, community service and volunteer opportunities. Students are also prepared for high stakes and end of course assessments utilizing targeted test preparation instruction and materials as well as small group instruction. Pro-social skill development through assessment, group discussion, teacher

modeling and student role playing is provided to improve student behaviors in and out of the learning environment.

Building on success, the students begin to improve their self-image and establish realistic academic and life-long goals. As a result of the student's rededication to the process of learning and achieving academic success, the program can provide the student the means to willingly modify his/her behavior in a positive way; including the decision to stay in school in pursuit of a high school diploma.

1.4 Evaluation. Each student's progress is evaluated daily, weekly, monthly and quarterly by the teaching staff using a variety of qualitative and quantitative strategies. Instructional strategies, resources and academic and social skill remediation are adjusted as needed to ensure each student meets all requirements of enrollment. Students must demonstrate proficiency in coursework to earn credit. Those credits are issued back to the District.

1.5 Staff. The Ombudsman instructional staff consists of certified teachers who may be supported by instructional assistants, with a minimum of a four-year college degree and/or licensed paraprofessionals. The teaching staff possesses a high degree of professionalism, emotional maturity, and general content knowledge, willingness to change instructional strategies, a sense of humor and a passion for teaching the non-traditional student. Ombudsman agrees that prior to the commencement of this Agreement, it shall conduct criminal background checks in accordance with Section 10-21.9 of the Illinois School Code, 105 ILCS 5/10-21.9, at its own expense, on all of its employees that will be performing services for the District at the learning center and/or that will have direct, daily contact with students. Ombudsman further acknowledges that none of its employees performing such services have been convicted of any felony involving dishonesty, sexual offense, or violence against another person. Ombudsman agrees to provide the District with a written verification that the criminal backgrounds checks of the employees have been performed, which verification shall be tendered to the District prior to the commencement of this Agreement, and upon the hiring of any new employee.

1.6 Educational Environment. Ombudsman instructional staff members create a positive and nurturing learning environment focused on student success. As relationships are fostered between students and teachers, high expectations are maintained, and students learn to take responsibility for their choices. Students are guided by the Ombudsman staff members in goal setting and making positive choices in academics, behavior, and postsecondary planning.

1.6.1 Ombudsman will provide its performance-based curriculum correlated with the Common Core and to Illinois State standards, as the foundation of its academic program. The foundation will be supplemented with other materials to help students work towards meeting District and state requirements for graduation and/or promotion.

1.6.2 Ombudsman agrees that it will use and maintain such data in compliance with all applicable laws and regulations, including the Illinois School Student Records Act and FERPA.

1.6.3 Students and parents shall be informed of the Program's behavioral expectations and consequences for engaging in misconduct as per Ombudsman 's student handbook and be provided with a written copy of the same. Students shall not be disciplined for misconduct that is a result of their disability, except as may be allowed under IDEA or Section 504. Should a student enrolled in the Program pose a danger to themselves, other students, or staff, such as bringing a weapon into the learning center; possessing or attempting to sell or distribute illegal, prescription, or over-the-counter drugs, or commit an infraction that results in serious bodily injury, the Ombudsman learning center director shall follow the Ombudsman safety and security procedures and notify District designated staff. Ombudsman staff shall cooperate with District disciplinary proceedings that may be undertaken.

1.7 Reports. Ombudsman will provide the District reports, including, but not limited to, the following: Student attendance on a weekly basis.

1.7.1 Student academic progress reports after the 1st and 3rd quarters and transcripts after the 1st and 2nd semesters.

1.7.2 Student academic progress reports after the 1st and 3rd quarters and transcripts after the 1st and 2nd semesters.

1.8 Administrative Support Services

1.8.1 The local Ombudsman learning center will be supported by an Ombudsman operations manager, special education, curriculum and instruction, technology, student services, human resources, training, integrity assurance, financial services and district and public relations teams.

1.8.2 The Ombudsman regional Administrator, learning center director and other members of the Ombudsman special education or administrative team, as needed, will regularly meet/conference with the District's designated administrative team to review the satisfaction of students, parents and District staff with the program.

1.9 Program evaluation. The program's effectiveness is to be evaluated based upon criteria determined jointly by Ombudsman and the District. To facilitate such evaluation and upon receipt of parent and/or student consent to release student records, the District agrees to provide data to Ombudsman in a timely manner regarding demographic information, prior academic achievement, transcripts, state achievement test scores and graduation data for students enrolled at an Ombudsman site as well as any data for students that return to the District to measure success after

enrollment in the program. Ombudsman will provide a process for collecting such data. Once compiled, Ombudsman will report the results to the District at an agreed upon timeline. Ombudsman agrees that it will use and maintain such data in compliance with all applicable laws and regulations, including the Illinois School Student Records Act and FERPA.

2.0 Student Slots and Costs. Please initial next to the option, fill in the blanks for number of committed slots and total cost, the sign, date, return a copy of the Agreement to OES and retain a copy for the District's records.

10 to 20 student slots: \$7,247 per slot multiplied by 10 slots equals a total cost of \$72,470.

The District may refer students on an "as-needed" basis, or in addition to slots purchased, at a cost of \$800 per student per month or prorated \$55 per day for partial months. The District will be billed for "as-needed" slots on a monthly basis, and payment for "as-needed" slots will be due upon receipt of invoices.

The number of slots purchased may be increased through the end of the month of September in each term of the contract. Any increase in the number of slots must be agreed to in writing by OES and the District.

A slot purchased by the District is a commitment for that slot for the entire school year. Billing will be based on the number of slots purchased, plus the number of students referred on an "as-needed" basis.

The District will be invoiced in four (4) equal amounts in August, October, January and March. If this Agreement remains in effect for subsequent school years, the District will be invoiced for the annual payment in four (4) equal amounts in August, October, January and March. Payment is due within thirty (30) days from the date of the invoice. As Needed Billing will be based on the number of students referred.

Payment to Ombudsman will be made via Automated Clearing House (ACH).

2.1 Notices. All notices, consents and other communications under this Agreement shall be given in writing and shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses (or to such other address as hereafter may be designated in writing by such Party to the other Party):

If to District: Superintendent
District 300
2550 Harnish Drive
Algonquin, IL 60102

If to Ombudsman: Sue Leuser
Senior Vice President

28100 Ashley Circle, Suite 102
Libertyville, IL 60048

2.2 Indemnification. Ombudsman shall indemnify, defend, and hold harmless the District, and the District's board member directors, Board members, administrators, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses arising out of Ombudsman's performance of this Agreement, caused in whole or in part by any negligent act or omission of Ombudsman, or anyone directly or indirectly employed by Ombudsman, or anyone whose acts for which Ombudsman may be liable.

District shall indemnify & defend, and hold harmless Ombudsman, and Ombudsman's Board members, administrators, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses arising out of the Districts' performance of this Agreement, caused in whole or in part by any negligent act or omission of the District, or anyone directly or indirectly employed by the District, or anyone whose acts for which the District may be liable.

2.3 Insurance. During the term of this Agreement, Ombudsman, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:

1. Comprehensive general liability and property damage insurance, insuring against all liability of Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
2. Professional Liability Insurance with limits in the per claim amount of not less than One Million Dollars (\$1,000,000) and the annual aggregate of not less than Three Million Dollars (\$3,000,000).
3. Automobile liability Insurance with a combined single limit of One Million dollars (\$1,000,000);

4. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Contractor's respective employees; and
5. Sexual abuse and molestation insurance with a combined single limit of One Million dollars.
6. Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, sexual abuse and molestation, and property damage insurance policy shall name the District, its Board, Board members, employees, agents, and successors as an additional insured on a primary' noncontributory basis with a waiver of subrogation in favor of the District. Ombudsman shall provide the District with certificates of insurance and/or copies of policies reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

2.4 Contract Term. The initial term of this Agreement, shall be for the 2022-2023 school year, ending on June 30, 2023. The parties may agree in writing to renew the Agreement.

2.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Illinois without regard to conflict of law principles, and time shall be considered of the essence for this Agreement. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois.

2.6 Entire Agreement. This Agreement constitutes the entire understanding between Ombudsman and the District, and supersedes all other agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be executed in separate counterparts (including by means of facsimile), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

2.7 Inurement of Benefits. All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not.

2.8 Amendment. The provisions of this Agreement may be amended or waived only with the prior written consent of the District and Ombudsman.

2.9 Confidentiality. The District will not at any time, whether during or after the term of this Agreement: (1) use for its own benefit or purposes, or for the benefit or purposes of any other person, firm, partnership, association, corporation or business organization, entity or enterprise (each, a "Person"), or (2) unless required by law, disclose in any manner to any Person, any trade secrets, information, data, know-how, or knowledge belonging to, or relating to the affairs of Ombudsman.

2.10 Termination. If either party is in material breach of its obligations under this Agreement, the nonbreaching party may terminate this Agreement if such breach is not cured within 60 days after the non-breaching party provides notice to the breaching party. If the District terminates this Agreement pursuant to this Section due to Ombudsman's breach, the School District will not incur any termination fees.

2.11 Severability. In case any provision of the Agreement is adjudged invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

2.12 Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

This Agreement sets forth the business relationship between Ombudsman and the District and is properly executed where indicated below.

District
Authorization: _____
Print Name: Jennifer Porter
Position: Chief Financial Officer
Date: _____

OES
Authorization: _____
Print Name: Sue Leuser
Position: Senior Vice President
Date: _____



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: March 31, 2022
TO: Susan Harkin, Superintendent
Board of Education
FROM: Dr. Elizabeth Freeman
Chief Academic Officer

Presented at the following Board Meetings	
Construction/Facility	
Finance	
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Approval of the College and Career Readiness System Contract (Renewal)

Background

AVID is a program that has a student-centered approach and the services we contract for help train our staff so we can prepare all students for college, careers, and life. The contract that is being proposed for approval as follows:

- AVID is a college readiness system designed to help students in grades 6-12 develop the skills they need to be successful in college and careers. The program places special emphasis on writing, inquiry, collaboration, organization, and reading.
- AVID EXCEL is an extension of the AVID college readiness system and supports our long-term English Learners at Carpentersville Middle School with academic literacy skills so that they may transition into a traditional AVID class in high school.

The 2022-2023 contract renewal total for both AVID and AVID EXCEL is \$39,497. The contract will be fully executed pending award.

Recommendation

The Administration recommends the approval of the contract for the program.



Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

March 29, 2022

Victoria Recinos
AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123

Via email: contracts@avid.org; vrecinos@avid.org

Contract Renewal: AVID Center

Dear Ms. Recinos,

On March 16, 2021, the District 300 Board of Education awarded a contract for the college readiness system as well as an extension of the program for Excel at Carpentersville Middle School to the AVID Center. District 300 would like to extend this contract for the 7/1/2022 through 6/30/2023 term. This extension would include the AVID Center quote Q-82504 for \$39,497.00. The master agreement terms and conditions are to remain.

If your firm agrees to the terms attached, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Tuesday, March 29, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Service Provider

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-82504
 Client: The Board of Education of Community
 Unit School District 300
 Address: 2550 Harnish Dr
 Algonquin, IL 60102

AVID Center Representative: Frances OBrien
 Phone: (972) 591-2531
 Email: fobrien@avid.org

Effective Date: July 01, 2022

Expiration Date: June 30, 2023

Algonquin Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Algonquin Middle School SUBTOTAL:			\$4,809.00

Carpentersville Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
1	AVID EXCEL Benefit Package	\$1,025.00	\$1,025.00
Carpentersville Middle School SUBTOTAL:			\$5,834.00

Dundee Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Dundee Middle School SUBTOTAL:			\$4,809.00

Dundee-Crown High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Dundee-Crown High School SUBTOTAL:			\$4,809.00

Quote/Order

2022 - 2023 The Board of Education of Community Unit School District 300 Drafted: 03/28/2022

Hampshire High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Hampshire High School SUBTOTAL:			\$4,809.00

Hampshire Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Hampshire Middle School SUBTOTAL:			\$4,809.00

Harry D Jacobs High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Harry D Jacobs High School SUBTOTAL:			\$4,809.00

Westfield Community School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Westfield Community School SUBTOTAL:			\$4,809.00

TOTAL: \$39,497.00

plus all applicable taxes

Additional Comments:

N/A

Quote/Order

2022 - 2023 The Board of Education of Community Unit School District 300 Drafted: 03/28/2022

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above. This Quote/Order, together with the General Terms and Conditions, supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Descriptions and requirements for AVID Products and Services can be found at <https://www.avid.org/Page/3290>. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees to a lesser number on this Quote/Order. If AVID DigitalXP ("DigitalXP") is taken instead of SI, prices will be adjusted accordingly upon completion of the training event. Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order.

No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any SI/DigitalXP registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

The Board of Education of Community Unit School
District 300

By: _____
Print
Name: _____

By: _____
Print
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: contracts@avid.org

Email: _____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

AVID Center

Products and Services Quote/Order



Quote/Order #: Q-80178
 Client: The Board of Education of Community
 Unit School District 300
 Address: 2550 Harnish Dr
 Algonquin, IL 60102

AVID Center Representative: Frances OBrien
 Phone: (972) 591-2531
 Email: fobrien@avid.org

Effective Date: July 01, 2021

Expiration Date: June 30, 2022

Algonquin Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Algonquin Middle School SUBTOTAL:			\$4,679.00

Carpentersville Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Carpentersville Middle School SUBTOTAL:			\$4,679.00

Dundee Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Dundee Middle School SUBTOTAL:			\$4,679.00

Dundee-Crown High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Dundee-Crown High School SUBTOTAL:			\$4,679.00

Hampshire High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Hampshire High School SUBTOTAL:			\$4,679.00

Hampshire Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Hampshire Middle School SUBTOTAL:			\$4,679.00

Harry D Jacobs High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Harry D Jacobs High School SUBTOTAL:			\$4,679.00

Westfield Community School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Westfield Community School SUBTOTAL:			\$4,679.00

TOTAL:			\$37,432.00
<i>plus all applicable taxes</i>			

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A," (collectively, this "Agreement" or "AVID Agreement") constitutes a binding agreement between AVID Center, a California non-profit corporation ("AVID Center"), and the "Client" identified above with respect to the AVID Products and Services specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply, regardless of whether they are attached, to all Subsequent Quote/Orders placed by Client. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party agrees to be bound by this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or a Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

The Board of Education of Community Unit School
District 300

DocuSigned by:
David S. Greulich
ECA8539C068844D...

By: _____
Print
Name: David S. Greulich

Title: Controller

Date: 3/23/2021 | 9:17 AM PDT

Email: contracts@avid.org

DocuSigned by:
Susan L. Harkin
2391B9DBBDB74EE...

By: _____
Print
Name: Susan L. Harkin

Title: COO

Date: 3/23/2021 | 9:29 AM PDT

Email: susan.harkin@d300.org

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit "A"

AVID Center General Terms and Conditions (Ts&Cs)

These Ts&Cs apply to the Quote/Order and any Subsequent Quote/Order(s), regardless of whether they are attached to such Quote/Order or Subsequent Quote/Order(s) and shall prevail over any other terms and conditions contained in any purchase order or other document submitted by Client. AVID Center hereby rejects any other such terms and conditions.

Article I. Definitions; Descriptions and Requirements. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth at <https://www.avid.org/Page/3290> and are incorporated into this Agreement by reference. Such descriptions and requirements related to AVID Products and Services may change from time to time at AVID Center's sole discretion without prior notice to Client.

Article II. Term. This Agreement will be in effect from the "Effective Date" until the "Expiration Date" specified in the Quote/Order or Subsequent Quote/Order, unless earlier terminated as provided herein or renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.

3.1. **AVID Products and Services.** Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client a limited, non-exclusive, non-transferable license, without the right to sublicense, to permit Client Sites to:

- (a) access the AVID Products and Services specified in the Quote/Order or Subsequent Quote/Order and corresponding to such Client Sites via a password-protected website that is accessible only to staff and/or students of such Client Site;
- (b) use the AVID Products and Services solely for classroom and school use; and
- (c) reproduce, distribute, and display copies of, the AVID Materials in connection with such use of the AVID Products and Services at the Client site.

AVID Center reserves all rights that are not expressly granted to Client in this Section 3.1.

3.2 **Restrictions.** Except as permitted in this Agreement, Client shall not, nor permit any third party to, do any of the following with respect to the AVID Products and Services and AVID Materials:

- (a) Provide, sell, sublicense, transfer, lease, distribute, broadcast, or transmit to any third party;
- (b) Reproduce;
- (c) Modify or create derivative works;
- (d) Use or integrate with any other product or service or develop any other product or service;
- (e) Use with any timesharing service, service bureau, network or the like for revenue-generating purposes; or
- (f) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends.

3.3 **AVID Trademarks.**

- (a) Client shall not, and shall ensure that Client Sites do not:
 - (i) modify any AVID Trademarks or use any other words, names, designs or logos with any of the AVID Trademarks; or

- (ii) use any AVID Trademarks with any products or services other than the AVID Products and Services.

- (b) Client shall include, and ensure each Client Site, includes:

- (i) the appropriate trademark symbol, in the form of either [AVID Trademark][®] or [AVID Trademark][™];

- (ii) the following notice on all literature and materials containing any AVID Trademarks, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

- (c) AVID Center shall have the irrevocable right to approve all use by Client or a Client Site of any AVID Trademarks to promote the AVID Products and Services.

3.4 **Ownership.** As between the parties, AVID Center retains all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Methodologies, AVID Trademarks, and AVID Materials, and all intellectual and proprietary rights therein.

Article IV. Data Collection.

During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center, provided, however, Client may withhold, revise, and/or edit confidential data, such as student names and any other information the disclosure of which would violate state or federal law. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable information or information that is included in Data received from Client and agrees not to use any Data in a manner that would violate applicable law.

Article V. Proprietary Information.

5.1 **Confidentiality.** Client shall (a) maintain all Proprietary Information in strict confidence; (b) not use Proprietary Information, except to the extent necessary to exercise its rights and perform its obligations under this Agreement; and (c) not disclose Proprietary Information to any third party other than to its employees and contractors who have a need to know such information. Client shall ensure all Client Sites to comply with the obligations in this Section 5.1 and shall be responsible for any Client Site's breach of such obligations.

5.2 **Exceptions.** The restrictions set forth in Section 5.1 shall not apply with respect to any information which: (a) is already known by Client at time of disclosure; (b) becomes, through no act or fault of Client or any Client Site, publicly available; (c) is rightfully received by Client from a third party on a non-confidential basis; or (d) is independently developed by Client without reference to any Proprietary Information. Client may disclose Proprietary Information pursuant to a lawful requirement of a governmental agency to the minimum extent required, provided that Client first notifies AVID Center of such requirement and Client cooperates with AVID Center in seeking a protective order or contesting such required disclosure.

Article VI. Compensation.

6.1. Invoicing and Payment. No payment is due at the time of execution of this Quote/Order. Payment of the Quote/Order, or the applicable Subsequent Quote/Order, shall be due without offset within thirty (30) days following Client's receipt of AVID Center's invoice.

6.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

Article VII. Representations and Warranties; Warranty Disclaimer.

7.1. Representations and Warranties. Each party represents and warrants: (a) it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) no consent or other action of any third party or governmental body or agency is required for it to enter into this Agreement; and (c) entering into this Agreement will not violate or conflict with any applicable law, regulation, or published interpretive guidance or ruling or constitute a default under any contract to which it is a party.

7.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY CLIENT SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY CLIENT SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VIII. Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM A BREACH OF ARTICLE III OR ARTICLE V, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR (a) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES; (b) THE COST OF PROSECUTING SUBSTITUTE GOODS; OR (c) ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER.

Article IX. Termination.

9.1. By AVID Center. AVID Center may terminate this Agreement in its entirety, or with respect to one or more Client Sites, upon written notice to Client in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach.

9.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

9.3. Effect of Termination. Upon termination or expiration of this Agreement, or termination of one or more Client Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated Client Sites, shall automatically terminate and all such rights shall

revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services, the AVID Materials, and AVID Trademarks in all affected Client Sites following termination or expiration of this Agreement, or, in the case of termination of one or more Client Sites, in the terminated Client Sites; (c) Client shall pay to AVID Center all unpaid amounts (if any) that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control.

9.4. Survival. All accrued rights to payment and Articles V, VIII, and IX and Sections 3.4, 7.2, 9.3 and 9.4 shall survive expiration or any termination of this Agreement.

Article X. General Provisions

10.1. Independent Contractors. The parties are independent contractors.

10.2. Cumulative Remedies. All rights and remedies are cumulative.

10.3. Governing Law/Venue. This Agreement shall be governed by California law, without regard to its conflict of laws provisions.

10.4. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control.

10.5. Cancellation. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy, which may be viewed at <https://www.avid.org/rest-assured-policy>.

10.6. Severability. Any illegal or unenforceable provision of this Agreement shall be limited or eliminated to the minimum extent necessary without voiding the remainder of this Agreement.

10.7. Notices. All notices provided hereunder must be in writing and addressed to the applicable party as set forth in the Quote/Order or Subsequent Quote/Order or such other address as set forth in a notice provided as set forth in this Section 10.7, and shall be effective upon receipt if sent by email, one business day following delivery by commercial courier, or three business days following deposit in the U.S. mail via certified mail, postage prepaid, return receipt requested.

10.8. Waiver. A party's waiver of any breach by the other party shall not apply to any other or subsequent breach.

10.9. No Third-Party Beneficiaries. There are no third-party beneficiaries of the rights, obligations or remedies provided in this Agreement.

10.10. No Assignment. Any assignment of this Agreement by Client without AVID Center's prior written consent shall be null and void.

10.11. Amendment. Any amendment of this Agreement must be in writing and signed by both parties.

10.12. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof.

10.13. Counterparts. This Agreement may be executed in counterparts and a party's executed signature page may be delivered by electronic mail or other written means.



DISTRICT 300

Community Unit School District 300 and AVID Center Data Privacy Addendum (Student Data)

This Data Privacy Addendum (the "Addendum") by and between Community Unit School District 300 (the "School District") and **AVID Center, 9797 Aero Drive, Ste 100, San Diego, CA 92123** (the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

[Complete Appendix A.]

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide Student Data to the Company as identified in Exhibit "B".

[Complete Exhibit B.]

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the



DISTRICT 300

Company's products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

- 3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

- 4.1 *Data Ownership and Control.* The School District Data and The School District's intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.
- 4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.
- 4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:
- 4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and



DISTRICT 300

maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.



DISTRICT 300

- 5.1.1 Security Procedures and Practices.* The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.
- 5.1.2 Storage of Data.* The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.
- 5.1.3 Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company's storage of School District Data at the School District's expense to ensure compliance with the terms of the Agreement and this Addendum.
- 5.1.4 Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.
- 5.2 Privacy Policy.* The Company shall disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document upon request. To the extent any change would violate SOPPA, it shall not apply to the District. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.
- 5.3 Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and



DISTRICT 300

agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy personally identifiable data. The Company agrees to send a written certificate that the personally identifiable data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy personally identifiable School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 5.3* written evidence of parental/guardian consent for any data maintained.

5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.

5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.

5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and/or email within the most expedient time possible and without unreasonable delay, but no later than 48 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District



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with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for reasonable costs associated with a breach of the Company's computer network imposed on the School District or reasonably undertaken by the School District associated with the data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the Company's computer network security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section 6.1.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining,



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developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

- 7.1 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.
- 7.2 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.
- 7.3 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:
- 7.3.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;
- 7.3.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
- 7.3.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);
- 7.3.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
- 7.3.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of



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\$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee;
\$1,000,000 – Policy Limit; and

- 7.3.6 Umbrella liability insurance with a minimum combined single limit of Three Million dollars (\$3,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.4 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.

- 7.5 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the



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Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 7.8 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.

- 7.6 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.7 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 7.8 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
- 7.9 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.10 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.11 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum.



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Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.

- 7.12 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.13 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.14 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred. The District is responsible for payment of training in-progress or completed and any shipped curriculum.
- 7.15 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.16 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.



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Appendix "A"

Insert a brief description. *"Nature of Products or Services Provided. The Company has agreed to provide the School District the products and/or services outlined below:*

AVID Membership Fees Secondary and AVID Weekly Secondary.



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Exhibit "B"
SCHOOL DISTRICT DATA PROVIDED

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify: <ul style="list-style-type: none"> • Personal Identifiers, including name, online identifier, internet protocol address, device id, email address, AVID membership account name and password, telephone number, billing and mailing address, date of birth, correspondence and chats; • Internet or other electronic network activity information, including browsing history and search history, and information regarding your interaction with the Sites; • Professional or employment-related information; • Geolocation and other location information; • Senior Data Forms information, including, for example, your participation in programs and testing, your native language, your participation in AVID and advanced courses, your grade point average, expected graduation date, colleges applied to and accepted in, your family educational and economic background, and future college and career plans; • Education and skills; • Characteristics of protected classifications, including, gender, ethnicity/race; • Visual information, including photographs you can voluntarily upload on your account; • Commercial information, including records of products or services purchased, obtained or considered, or other purchasing or consuming histories; and • Inferences, drawn from any information to understand your preferences and trends 	<input checked="" type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input checked="" type="checkbox"/>



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Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>



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	Low income status	<input checked="" type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>



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Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>



DISTRICT 300

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DISTRICT 300

None

No Student Data collected at this time. Provider will immediately notify D300 if this designation is no longer applicable.



DISTRICT 300

AVID CENTER

DocuSigned by:
David S. Greulich

ECA8539C066844D...
Signature

David S. Greulich

Name

Controller

Title

3/23/2021 | 9:17 AM PDT

Date

Community Unit School District 300

DocuSigned by:
Susan J. Harkin

2391B9DBBDB74EE...
Signature

Susan Harkin

Susan Harkin

COO

Chief Operating Officer

3/23/2021 | 9:29 AM PDT

Date

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-80332
Client: The Board of Education of Community
Unit School District 300
Address: 2550 Harnish Dr
Algonquin, IL 60102

AVID Center Representative: Dena Bateman
Phone: (858) 654-5022
Email: dbateman@avid.org

Effective Date: July 01, 2021

Expiration Date: June 30, 2022

Carpentersville Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$995.00
Carpentersville Middle School SUBTOTAL:			\$995.00

TOTAL:		\$995.00
<i>plus all applicable taxes</i>		

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A," (collectively, this "Agreement" or "AVID Agreement") constitutes a binding agreement between AVID Center, a California non-profit corporation ("AVID Center"), and the "Client" identified above with respect to the AVID Products and Services specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply, regardless of whether they are attached, to all Subsequent Quote/Orders placed by Client. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party agrees to be bound by this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or a Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

The Board of Education of Community Unit School
District 300

DocuSigned by:
David S. Greulich
ECA8539C068844D...
By: _____
Print
Name: David S. Greulich

Title: Controller

Date: 3/23/2021 | 9:17 AM PDT

Email: contracts@avid.org

DocuSigned by:
Susan L. Harkin
239189DBBDB74EE...
By: _____
Print
Name: Susan L. Harkin

Title: COO

Date: 3/23/2021 | 9:30 AM PDT

Email: susan.harkin@d300.org

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit "A"

AVID Center General Terms and Conditions (Ts&Cs)

These Ts&Cs apply to the Quote/Order and any Subsequent Quote/Order(s), regardless of whether they are attached to such Quote/Order or Subsequent Quote/Order(s) and shall prevail over any other terms and conditions contained in any purchase order or other document submitted by Client. AVID Center hereby rejects any other such terms and conditions.

Article I. Definitions; Descriptions and Requirements. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth at <https://www.avid.org/Page/3290> and are incorporated into this Agreement by reference. Such descriptions and requirements related to AVID Products and Services may change from time to time at AVID Center's sole discretion without prior notice to Client.

Article II. Term. This Agreement will be in effect from the "Effective Date" until the "Expiration Date" specified in the Quote/Order or Subsequent Quote/Order, unless earlier terminated as provided herein or renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.

3.1. **AVID Products and Services.** Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client a limited, non-exclusive, non-transferable license, without the right to sublicense, to permit Client Sites to:

- (a) access the AVID Products and Services specified in the Quote/Order or Subsequent Quote/Order and corresponding to such Client Sites via a password-protected website that is accessible only to staff and/or students of such Client Site;
- (b) use the AVID Products and Services solely for classroom and school use; and
- (c) reproduce, distribute, and display copies of, the AVID Materials in connection with such use of the AVID Products and Services at the Client site.

AVID Center reserves all rights that are not expressly granted to Client in this Section 3.1.

3.2 **Restrictions.** Except as permitted in this Agreement, Client shall not, nor permit any third party to, do any of the following with respect to the AVID Products and Services and AVID Materials:

- (a) Provide, sell, sublicense, transfer, lease, distribute, broadcast, or transmit to any third party;
- (b) Reproduce;
- (c) Modify or create derivative works;
- (d) Use or integrate with any other product or service or develop any other product or service;
- (e) Use with any timesharing service, service bureau, network or the like for revenue-generating purposes; or
- (f) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends.

3.3 **AVID Trademarks.**

- (a) Client shall not, and shall ensure that Client Sites do not:
 - (i) modify any AVID Trademarks or use any other words, names, designs or logos with any of the AVID Trademarks; or

- (ii) use any AVID Trademarks with any products or services other than the AVID Products and Services.

- (b) Client shall include, and ensure each Client Site, includes:

- (i) the appropriate trademark symbol, in the form of either [AVID Trademark]® or [AVID Trademark]™;

- (ii) the following notice on all literature and materials containing any AVID Trademarks, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

- (c) AVID Center shall have the irrevocable right to approve all use by Client or a Client Site of any AVID Trademarks to promote the AVID Products and Services.

3.4 **Ownership.** As between the parties, AVID Center retains all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Methodologies, AVID Trademarks, and AVID Materials, and all intellectual and proprietary rights therein.

Article IV. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center, provided, however, Client may withhold, revise, and/or edit confidential data, such as student names and any other information the disclosure of which would violate state or federal law. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable information or information that is included in Data received from Client and agrees not to use any Data in a manner that would violate applicable law.

Article V. Proprietary Information.

5.1 **Confidentiality.** Client shall (a) maintain all Proprietary Information in strict confidence; (b) not use Proprietary Information, except to the extent necessary to exercise its rights and perform its obligations under this Agreement; and (c) not disclose Proprietary Information to any third party other than to its employees and contractors who have a need to know such information. Client shall ensure all Client Sites to comply with the obligations in this Section 5.1 and shall be responsible for any Client Site's breach of such obligations.

5.2 **Exceptions.** The restrictions set forth in Section 5.1 shall not apply with respect to any information which: (a) is already known by Client at time of disclosure; (b) becomes, through no act or fault of Client or any Client Site, publicly available; (c) is rightfully received by Client from a third party on a non-confidential basis; or (d) is independently developed by Client without reference to any Proprietary Information. Client may disclose Proprietary Information pursuant to a lawful requirement of a governmental agency to the minimum extent required, provided that Client first notifies AVID Center of such requirement and Client cooperates with AVID Center in seeking a protective order or contesting such required disclosure.

Article VI. Compensation.

6.1. Invoicing and Payment. No payment is due at the time of execution of this Quote/Order. Payment of the Quote/Order, or the applicable Subsequent Quote/Order, shall be due without offset within thirty (30) days following Client's receipt of AVID Center's invoice.

6.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

Article VII. Representations and Warranties; Warranty Disclaimer.

7.1. Representations and Warranties. Each party represents and warrants: (a) it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) no consent or other action of any third party or governmental body or agency is required for it to enter into this Agreement; and (c) entering into this Agreement will not violate or conflict with any applicable law, regulation, or published interpretive guidance or ruling or constitute a default under any contract to which it is a party.

7.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY CLIENT SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY CLIENT SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VIII. Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM A BREACH OF ARTICLE III OR ARTICLE V, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR (a) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES; (b) THE COST OF PROCURING SUBSTITUTE GOODS; OR (c) ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER.

Article IX. Termination.

9.1. By AVID Center. AVID Center may terminate this Agreement in its entirety, or with respect to one or more Client Sites, upon written notice to Client in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach.

9.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

9.3. Effect of Termination. Upon termination or expiration of this Agreement, or termination of one or more Client Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated Client Sites, shall automatically terminate and all such rights shall

revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services, the AVID Materials, and AVID Trademarks in all affected Client Sites following termination or expiration of this Agreement, or, in the case of termination of one or more Client Sites, in the terminated Client Sites; (c) Client shall pay to AVID Center all unpaid amounts (if any) that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control.

9.4. Survival. All accrued rights to payment and Articles V, VIII, and IX and Sections 3.4, 7.2, 9.3 and 9.4 shall survive expiration or any termination of this Agreement.

Article X. General Provisions

10.1. Independent Contractors. The parties are independent contractors.

10.2. Cumulative Remedies. All rights and remedies are cumulative.

10.3. Governing Law/Venue. This Agreement shall be governed by California law, without regard to its conflict of laws provisions.

10.4. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control.

10.5. Cancellation. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy, which may be viewed at <https://www.avid.org/rest-assured-policy>.

10.6. Severability. Any illegal or unenforceable provision of this Agreement shall be limited or eliminated to the minimum extent necessary without voiding the remainder of this Agreement.

10.7. Notices. All notices provided hereunder must be in writing and addressed to the applicable party as set forth in the Quote/Order or Subsequent Quote/Order or such other address as set forth in a notice provided as set forth in this Section 10.7, and shall be effective upon receipt if sent by email, one business day following delivery by commercial courier, or three business days following deposit in the U.S. mail via certified mail, postage prepaid, return receipt requested.

10.8. Waiver. A party's waiver of any breach by the other party shall not apply to any other or subsequent breach.

10.9. No Third-Party Beneficiaries. There are no third-party beneficiaries of the rights, obligations or remedies provided in this Agreement.

10.10. No Assignment. Any assignment of this Agreement by Client without AVID Center's prior written consent shall be null and void.

10.11. Amendment. Any amendment of this Agreement must be in writing and signed by both parties.

10.12. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof.

10.13. Counterparts. This Agreement may be executed in counterparts and a party's executed signature page may be delivered by electronic mail or other written means.



**Community Unit School District 300
and AVID Center
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between Community Unit School District 300 (the "School District") and **AVID Center, 9797 Aero Drive, Ste 100, San Diego, CA 92123** (the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

[Complete Appendix A.]

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide Student Data to the Company as identified in Exhibit "B".

[Complete Exhibit B.]

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the



DISTRICT 300

Company's products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

- 3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

- 4.1 *Data Ownership and Control.* The School District Data and The School District's intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.
- 4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.
- 4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:
- 4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and



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maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.



DISTRICT 300

- 5.1.1 Security Procedures and Practices.* The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.
- 5.1.2 Storage of Data.* The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.
- 5.1.3 Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company's storage of School District Data at the School District's expense to ensure compliance with the terms of the Agreement and this Addendum.
- 5.1.4 Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.
- 5.2 Privacy Policy.* The Company shall disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document upon request. To the extent any change would violate SOPPA, it shall not apply to the District. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.
- 5.3 Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and



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agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy personally identifiable data. The Company agrees to send a written certificate that the personally identifiable data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy personally identifiable School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 5.3* written evidence of parental/guardian consent for any data maintained.

5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.

5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.

5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and/or email within the most expedient time possible and without unreasonable delay, but no later than 48 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District



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with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for reasonable costs associated with a breach of the Company's computer network imposed on the School District or reasonably undertaken by the School District associated with the data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the Company's computer network security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section 6.1.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining,



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developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

- 7.1 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.
- 7.2 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.
- 7.3 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:
- 7.3.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;
- 7.3.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
- 7.3.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);
- 7.3.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
- 7.3.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of



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\$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee;
\$1,000,000 – Policy Limit; and

- 7.3.6 Umbrella liability insurance with a minimum combined single limit of Three Million dollars (\$3,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.4 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.

- 7.5 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the



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Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 7.8 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.

- 7.6 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.7 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 7.8 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
- 7.9 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.10 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.11 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum.



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Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.

- 7.12 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.13 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.14 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred. The District is responsible for payment of training in-progress or completed and any shipped curriculum.
- 7.15 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.16 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.



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Appendix "A"

Insert a brief description. *"Nature of Products or Services Provided. The Company has agreed to provide the School District the products and/or services outlined below:*

AVID Membership Fees Secondary and AVID Weekly Secondary.



Exhibit "B"
SCHOOL DISTRICT DATA PROVIDED

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify: <ul style="list-style-type: none"> • Personal Identifiers, including name, online identifier, internet protocol address, device id, email address, AVID membership account name and password, telephone number, billing and mailing address, date of birth, correspondence and chats; • Internet or other electronic network activity information, including browsing history and search history, and information regarding your interaction with the Sites; • Professional or employment-related information; • Geolocation and other location information; • Senior Data Forms information, including, for example, your participation in programs and testing, your native language, your participation in AVID and advanced courses, your grade point average, expected graduation date, colleges applied to and accepted in, your family educational and economic background, and future college and career plans; • Education and skills; • Characteristics of protected classifications, including, gender, ethnicity/race; • Visual information, including photographs you can voluntarily upload on your account; • Commercial information, including records of products or services purchased, obtained or considered, or other purchasing or consuming histories; and • Inferences, drawn from any information to understand your preferences and trends 	<input checked="" type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input checked="" type="checkbox"/>



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Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>



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	Low income status	<input checked="" type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>



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Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>



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DISTRICT 300

None	No Student Data collected at this time. Provider will immediately notify D300 if this designation is no longer applicable.	<input type="checkbox"/>
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DISTRICT 300

AVID CENTER

DocuSigned by:

David S. Greulich

ECA8539C066844D...

Signature

David S. Greulich

Name

Controller

Title

3/23/2021 | 9:17 AM PDT

Date

Community Unit School District 300

DocuSigned by:

Susan L. Harkin

2391B9DBBDB74EE...

Signature

Susan L. Harkin

Susan Harkin

COO

Chief Operating Officer

3/23/2021 | 9:30 AM PDT

Date



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: 04/01/2022
TO: Susan Harkin, Superintendent
Board of Education
FROM: Dan Palombit,
Coordinator of Student Services

Presented at the following Board Meetings	
Construction/Facility	
Finance	
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Approval of the College and Career Readiness Software Contract (Renewal)

Background

Naviance is a comprehensive college and career readiness solution that helps middle and high school students identify their strengths, explore careers, plan their high school coursework, and match to best-fit post-secondary educational institutions. The cost for the 2022-2023 contract is \$43,464.70 and will be paid for out of the Counseling budget. The contract will be fully executed pending award.

Recommendation

The administration recommends approving this contract as presented.



DISTRICT 300

Community Unit School District 300

2605 BUNKER HILL DRIVE

ALGONQUIN, IL 60102

Diane C. White, Director of Purchasing

PHONE: 847-551-8460 · 847-551-8463

April 5, 2022

Ms. Emily Lennartz
PowerSchool
150 Parkshore Drive
Folsom, CA 9560

Via email: emily.lennartz@powerschool.com

Contract Renewal: Naviance License and Subscription Fees

Dear Ms. Lennartz,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Agreement. The renewal term would be 6/01/2022 – 5/31/2023. On April 23, 2019, the Board of Education originally approved a contract with PowerSchool for Naviance License and Subscription Fees.

If your firm agrees to the contract price of \$43,464.70 as shown on Quote # Q-591002-1 dated February 15, 2022, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Wednesday, April 6, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Service Provider



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: emily.lennartz@powerschool.com
 Quote Date: 15-FEB-2022
 Quote #: Q-591002-1

Prepared By: Emily Lennartz
 Customer Name: Community Unit School District 300
 Contract Term: 12 Months
 Start Date: 1-JUN-2022
 End Date: 31-MAY-2023
 Billing Frequency: Annually

Customer Contact: Daniel Palombit
 Title:
 Address: 2550 Harnish Drive
 City: Algonquin
 State/Province: Illinois
 Zip Code: 60102
 Phone #: (847) 551-8448

Product Description	Quantity	Unit	Extended Price	
Initial Term 1-JUN-2022 - 31-MAY-2023				
License and Subscription Fees				
Naviance AchieveWorks	Success Academy	36.00	Students	USD 551.16
Naviance AchieveWorks	Hampshire High School	1,545.00	Students	USD 1,699.50
Naviance AchieveWorks	Harry D Jacobs High School	2,073.00	Students	USD 2,280.30
Naviance AchieveWorks	Dundee-crown High School	2,380.00	Students	USD 2,618.00
Naviance AchieveWorks	Oak Ridge School	61.00	Students	USD 551.44
Naviance Career Key	Algonquin Middle School	1.00	Students	USD 236.25
Naviance Career Key	Hampshire Middle School	1.00	Students	USD 236.25
Naviance Career Key	Dundee Middle School	1.00	Students	USD 236.25
Naviance Career Key	Westfield Community School	1.00	Students	USD 236.25
Naviance Career Key	Carpentersville Middle School	1.00	Students	USD 236.25
Naviance for High School	Success Academy	36.00	Students	USD 137.88
Naviance for High School	Hampshire High School	1,545.00	Students	USD 5,917.35
Naviance for High School	Harry D Jacobs High School	2,073.00	Students	USD 7,939.59
Naviance for High School	Dundee-crown High School	2,380.00	Students	USD 9,115.40
Naviance for High School	Oak Ridge School	61.00	Students	USD 233.63
Naviance for Middle School	Algonquin Middle School	465.00	Students	USD 1,171.80
Naviance for Middle School	Hampshire Middle School	957.00	Students	USD 2,411.64

Naviance for Middle School	Dundee Middle School	870.00	Students	USD 2,192.40
Naviance for Middle School	Westfield Community School	920.00	Students	USD 2,318.40
Naviance for Middle School	Carpentersville Middle School	1,248.00	Students	USD 3,144.96

License and Subscription Totals: **USD 43,464.70**

Quote Total

Initial Term	1-JUN-2022 - 31-MAY-2023
Payment Total	USD 43,464.70

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 <http://www.powerschool.com/msa/>, 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

Community Unit School District 300

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Daniel Palombit

Title:

Date: 25-JAN-2022

Date:

PO Number: _____

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Community Unit School District 300

and

Provider

PowerSchool Group LLC

Date

May 17, 2021

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

[Community Unit School District 300], located at [2550 Harnish Dr., Algonquin, IL 60102] (the “**Local Education Agency**” or “**LEA**”) and
[PowerSchool Group LLC], located at [150 Parkshore Drive Folsom, CA 95630] (the “**Provider**”).

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

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

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

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

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

A

2. **Special Provisions. Check if Required**

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

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Jennifer Porter Title: Chief Financial Officer

Address: 2550 Harnish Drive, Algonquin, IL 60102

Phone: 847-551-8300 Email: jennifer.porter@d300.org

The designated representative for the Provider for this DPA is:

Name: Darron Flagg Title: General Counsel

Address: 150 Parkshore Drive, Folsom, CA 95630

Phone: 877-873-1550 Email: legal@powerschool.com

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

LEA: Community Unit School District 300

By: *Susan Harkin* Date: 05/20/2021
A3BB358670FE4AD718B86C5B0A2FAD86 contractworks.

Printed Name: Susan Harkin Title/Position: Chief Operating Officer

Provider: PowerSchool Group LLC

By: *Philip Radmilovic* Date: 5/20/2021
DocuSigned by: 170B9E005E66422...

Printed Name: Philip Radmilovic Title/Position: VP Treasurer

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

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

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

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

ARTICLE III: DUTIES OF LEA

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

ARTICLE IV: DUTIES OF PROVIDER

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

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

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."

7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

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

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

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

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

ARTICLE VI: GENERAL OFFER OF TERMS

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

ARTICLE VII: MISCELLANEOUS

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

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

EXHIBIT A

DESCRIPTION OF SERVICES

BusinessPlus: BusinessPlus helps business managers, CFO's, and HR staff manage complex business processes, employees, and workflows, and provides district staff the ability to manage budget, make important allocation decisions, run payroll, and manage employees, vendors, and other third parties in one integrated solution. BusinessPlus is used by larger districts (25K+ enrollment) with extremely complex and highly configurable and customizable workflows and other business functions.

Ecollect: Ecollect digitizes forms to support district initiatives.

eFinancePlus: eFinancePlus helps business managers and HR staff manage complex business processes and workflows making it easier to process departmental tasks across various functions. eFinancePlus lets district staff manage budget, make allocation decisions, run payroll, and manage employees, vendors, and other third parties in one integration solution.

Enrollment (fka Registration): Enrollment is an enterprise enrollment product that facilitates student acquisition and registration business process through data collection from parents, administrative workflows, data integration with various SIS's, and lotteries, streamlining related business processes. Registration is a multi-tenant cloud-based web application.

Enrollment Express: Enrollment Express is a student enrollment management system inside SIS.

eSchoolPlus: eSchoolPlus SIS solution provides functionality across PowerSchool solutions empowering users to configure the administrative and instructional tools for their unique needs, from managing classroom data and assignments to family engagement, student enrollment and registration, student analytics, and special education.

iNOW SIS: iNOW SIS combines the capabilities of a SIS, LMS, app store, and prescriptive learning engine into one comprehensive student platform.

Naviance: Naviance is a college and career readiness platform that Naviance helps students explore goal setting, career interests, academic planning, and college preparation, while operating as the system of records for schools and districts.

Performance Matters Analytics: Performance Matters Analytics provides more insights into school and district performance to identify, monitor and improve student performance. Dashboards provide access to the data needed by customers related to their schools, district and students.

Performance Matters Assessment: Performance Matters Assessment offers a districtwide assessment product for curriculum teams to build student assessments for use across schools. Performance Matters Assessment delivers easy scoring methods, consistent assessment across schools, and student learning data.

PowerSchool SIS: Our SIS solution provides deep functionality across PowerSchool solutions empowering schools to configure the administrative and instructional tools for their unique needs, from managing classroom data and assignments to family engagement, student enrollment and registration, student analytics, and special education.

Schoology LMS: Schoology LMS provides learning management, assessment, and professional development all in one integrated platform.

Special Education: Special Education gives special education staff the support they need to simplify case management, collaborate with general education staff, save time, and meet compliance requirements with confidence. This allows special education staff the ability to provide high-quality instruction, services, and appropriate modifications and accommodations for students with disabilities.

Unified Classroom: Unified Classroom is a comprehensive software solution that eliminates traditional technology silos (gradebook, LMS, assessment, analytics, student information, and special education)—empowering teachers to manage the entire instructional process more efficiently and from anywhere.

Unified Insights (aka Hoonuit): Unified Insights provides a comprehensive analytics platform with actionable insights across key aspects of school and district operations and allows district staff to extract student data, create notifications, gain access with mobile devices, and distribute reports throughout the entire district.

Unified Talent: PowerSchool Unified Talent solution gives schools, districts, and boards the tools to attract, hire, support, develop, and retain talent, including: (i) use research-backed hiring tools to quickly find the right educators and staff; (ii) tailoring professional learning with student achievement insights and performance evaluations to maximize growth and teacher retention; (iii) empowering HR staff with a full suite of flexible tools to streamline and automate everyday processes so they can focus on what matters; and (iv) an ability to scale with the customer's existing systems and processes.

**Exhibit B
Schedule of Data**

Ecollect

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	
Assessment	Standardized test Scores	
	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	x
Demographics	Date of Birth	x
	Place of Birth	x
	Gender	x
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	x
	Other demographic information-Please specify:	
		x
Enrollment	Student School Enrollment	x
	Student grade level	x
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	x
	Other enrollment information - Please specify:	
	x	
Parent/Guardian Contact information	Address	x
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
	First and/or Last	x
Schedule	Student scheduled courses	
	Teacher names	
Special indicator	English Language Learner information	x
	Low income status	x
	Medical alerts/health data	x
	Student disability information	x
	Specialized education services (IEP or 504)	x
	Living situations (Homeless/foster care)	x
	Other indicator information-Please specify:	
	x	
Student Contact information	Address	x
	Email	x
Student Identifiers	Phone	x
	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	
	Student app username	
	Student app password	
	Student Name	First and/or Last
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	x
Student Work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data-Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	x
	Student bus card ID number	
	Other transportation data-Please specify:	
		x
Other	Please list each additional data element used, stored, or collected by your application:	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Ecollect Forms' forms are customizable, so the customer can collect whatever data they want.

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Enrollment (fka Registration)

Category of Data	Element	Check if used	
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x	Ex: browser user agent string, selected language
	Other application technology meta data-Please specify:	x	
Application Use Statistics	Meta Data on user interaction with application	x	
Assessment	Standardized test Scores		
	Observation Data		
Attendance	Other assessment data-Please specify:		
	Student School (daily) attendance data		
Communications	Student class attendance data		
	Online Communications that are captured (emails, blog entries)	x	
Conduct	Conduct or behavioral data		
Demographics	Date of Birth	x	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Place of Birth	x	
	Gender	x	
	Ethnicity or race	x	
	Language information (native, or primary language spoken by student)	x	
	Other demographic information-Please specify:	x	
Enrollment	Student School Enrollment	x	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Student grade level	x	
	Homeroom		
	Guidance counselor		
	Specific curriculum programs		
	Year of graduation	x	
Parent/Guardian Contact information	Other enrollment information - Please specify:	x	
	Address	x	
	Email	x	
	Phone	x	
	Parent ID number (created to link parents to students)	x	
Schedule	First and/or Last	x	
	Student scheduled courses		
Special Indicator	Teacher names		
	English Language Learner information	x	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Low income status	x	
	Medical alerts/health data	x	
	Student disability information	x	
	Specialized education services (IEP or 504)	x	
Living situations (Homeless/foster care)	x		
Student Contact information	Other indicator information-Please specify:	x	
	Address	x	
	Email	x	
	Phone	x	
	Local (school district) ID number	x	
Student Identifiers	State ID number	x	
	Provider/App assigned student ID number	x	
	Student app username		
Student Name	Student app password		
	First and/or Last	x	
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)		
Student program membership	Academic or extracurricular activities a student may belong to or participate in		
Student survey responses	Responses to surveys or questionnaires		
Student Work	Student generated content; writing, pictures, etc.	x	Ex: essay or artwork for an application
	Other student work data -Please specify:		
Transcript	Student course grades		
	Student course data		
	Student course grades/ performance scores		
	Other transcript data-Please specify:		
Transportation	Student bus assignment		
	Student pick up and/or drop off location	x	
	Student bus card ID number		
Other	Other transportation data-Please specify:	x	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Please list each additional data element used, stored, or collected by your application:	x	Enrollment's forms are customizable, so the customer can collect whatever data they want.
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.		

Enrollment Express

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	
	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	x
	Place of Birth	x
	Gender	x
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	x
	Other demographic information-Please specify:	x
Enrollment	Student School Enrollment	x
	Student grade level	x
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	x
	Other enrollment information - Please specify:	x
Parent/Guardian Contact information	Address	x
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
	First and/or Last	x
Schedule	Student scheduled courses	
	Teacher names	
Special indicator	English Language Learner information	x
	Low income status	x
	Medical alerts/health data	x
	Student disability information	x
	Specialized education services (IEP or 504)	x
	Living situations (Homeless/foster care)	x
	Other indicator information-Please specify:	x
Student Contact information	Address	x
	Email	x
	Phone	x
Student Identifiers	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	x
	Student app username	
	Student app password	
Student Name	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	
Student survey responses	Responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data-Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	x
	Student bus card ID number	
	Other transportation data-Please specify:	x
Other	Please list each additional data element used, stored, or collected by your application:	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Enrollment Express's forms are customizable, so the customer can collect whatever data they want.

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eSchoolPlus SIS

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	x
	Observation Data	x
	Other assessment data-Please specify:	x
Attendance	Student School (daily) attendance data	x
	Student class attendance data	x
Communications	Online Communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	x
Demographics	Date of Birth	x
	Place of Birth	x
	Gender	x
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	x
	Other demographic information-Please specify:	x
Enrollment	Student School Enrollment	x
	Student grade level	x
	Homeroom	x
	Guidance counselor	x
	Specific curriculum programs	x
	Year of graduation	x
	Other enrollment information - Please specify:	x
Parent/Guardian Contact information	Address	x
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
Schedule	First and/or Last	x
	Student scheduled courses	x
Special indicator	Teacher names	x
	English Language Learner information	x
	Low income status	x
	Medical alerts/health data	x
	Student disability information	x
	Specialized education services (IEP or 504)	x
	Living situations (Homeless/foster care)	x
Other indicator information-Please specify:	x	
Student Contact information	Address	x
	Email	x
Student Identifiers	Phone	x
	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	x
	Student app username	x
	Student app password	x
	Student Name	First and/or Last
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	x
	Other student work data -Please specify:	x
Transcript	Student course grades	x
	Student course data	x
	Student course grades/ performance scores	x
	Other transcript data-Please specify:	x
Transportation	Student bus assignment	x
	Student pick up and/or drop off location	x
	Student bus card ID number	x
	Other transportation data-Please specify:	x
Other	Please list each additional data element used, stored, or collected by your application:	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

things like browser version, browser user agent string and selected language are read but not stored or collected

could be a district defined field

hashed

could be a district defined field
could be a district defined field

iNOW SIS

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	X
Assessment	Standardized test Scores	X
	Observation Data	
	Other assessment data-Please specify:	POSSIBLE
Attendance	Student School (daily) attendance data	X
	Student class attendance data	X
Communications	Online Communications that are captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	X
	Place of Birth	POSSIBLE
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	X
	Specific curriculum programs	X
	Year of graduation	X
	Other enrollment information - Please specify:	
Parent/Guardian Contact information	Address	X
	Email	X
	Phone	X
	Parent ID number (created to link parents to students)	X
	First and/or Last	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special indicator	English Language Learner information	X
	Low-income status	POSSIBLE
	Medical alerts/health data	X
	Student disability information	POSSIBLE
	Specialized education services (IEP or 504)	X
	Living situations (Homeless/foster care)	POSSIBLE
Other indicator information-Please specify:		
Student Contact information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (school district) ID number	X
	State ID number	X
	Provider/App assigned student ID number	POSSIBLE
	Student app username	X
	Student app password	X
Student Name	First and/or Last	X
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	POSSIBLE
Student program membership	Academic or extracurricular activities a student may belong to or participate in	POSSIBLE
Student survey responses	Responses to surveys or questionnaires	POSSIBLE
Student Work	Student generated content; writing, pictures, etc.	POSSIBLE
	Other student work data -Please specify:	
Transcript	Student course grades	X
	Student course data	X
	Student course grades/ performance scores	X
	Other transcript data-Please specify:	
Transportation	Student bus assignment	X
	Student pick up and/or drop off location	X
	Student bus card ID number	POSSIBLE
	Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Naviance

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	x
	Observation Data	x
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	x
	Date of Birth	x
Demographics	Place of Birth	
	Gender	x
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify: citizenship	x
	Student School Enrollment	x
Enrollment	Student grade level	
	Homeroom	x
	Guidance counselor	x
	Specific curriculum programs	x
	Year of graduation	x
	Other enrollment information - Please specify:	
	Parent/Guardian Contact Information	Address
Email		x
Phone		x
Parent ID number (created to link parents to students)		x
First and/or Last		x
Schedule	Student scheduled courses	
	Teacher names	x
Special indicator	English Language Learner information	
	Low income status	x
	Medical alerts/health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (Homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact information	Address	x
	Email	x
	Phone	x
Student Identifiers	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	x
	Student app username	x
	Student app password	x
Student Name	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	x
Student Work	Student generated content; writing, pictures, etc.	x
	Other student work data -Please specify:	
Transcript	Student course grades	x
	Student course data	x
	Student course grades/ performance scores	x
	Other transcript data-Please specify: full PDF transcripts with any transcript content included by each school/district	x
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
Other	Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: academic summary (GPA, rank, decile), school/district defined student group membership, alumni enrollment in HE institutions (NSC), college interests (search criteria, colleges of interest), college applications (institutions, app type, results, HE enrollment), scholarships (application tracking, awards), career interests, career prep (resume, work based learning opportunities), self discovery assessment results (strengths, interests, personality, etc.), goals and action items, post-secondary planning (milestones, post-secondary path and outcomes)	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Performance Matters

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	X
	Other application technology meta data-Please specify:	X
Application Use Statistics	Meta Data on user interaction with application	X
Assessment	Standardized test Scores	X
	Observation Data	No
	Other assessment data-Please specify:	X
Attendance	Student School (daily) attendance data	*
	Student class attendance data	*
Communications	Online Communications that are captured (emails, blog entries)	No
Conduct	Conduct or behavioral data	*
Demographics	Date of Birth	*
	Place of Birth	No
	Gender	*
	Ethnicity or race	*
	Language information (native, or primary language spoken by student)	*
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	*
	Specific curriculum programs	*
	Year of graduation	*
	Other enrollment information - Please specify:	All enrolled classes are captured: Teacher, Course Name, Section Name
Parent/Guardian Contact information	Address	*
	Email	*
	Phone	*
	Parent ID number (created to link parents to students)	*
	First and/or Last	*
Schedule	Student scheduled courses	X
	Teacher names	X
Special indicator	English Language Learner information	*
	Low income status	*
	Medical alerts/health data	*
	Student disability information	*
	Specialized education services (IEP or 504)	*
	Living situations (Homeless/foster care)	*
Other indicator information-Please specify:		
Student Contact information	Address	*
	Email	No
Student Identifiers	Phone	No
	Local (school district) ID number	X
	State ID number	*
	Provider/App assigned student ID number	X
	Student app username	X
	Student app password	X
Student Name	First and/or Last	X
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student program membership	Academic or extracurricular activities a student may belong to or participate in	No
Student survey responses	Responses to surveys or questionnaires	*
Student Work	Student generated content; writing, pictures, etc.	*
	Other student work data -Please specify:	
Transcript	Student course grades	*
	Student course data	*
	Student course grades/ performance scores	*
	Other transcript data-Please specify:	*
Transportation	Student bus assignment	No
	Student pick up and/or drop off location	No
	Student bus card ID number	No
	Other transportation data-Please specify:	No
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

X = Used
 * Not required but can be send by district. Decision point by district to choose to share this data element or not for reporting against student measures

PowerSchool SIS

Category of Data	Element	Check if used	
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x	
	Other application technology meta data-Please specify:	x	browser and browser version
Application Use Statistics	Meta Data on user interaction with application	x	Track date and time of access, IP address by user to detect changes in usage patterns
	Standardized test Scores	x	possible state extensions
Assessment	Observation Data	x	
	Other assessment data-Please specify:	x	
Attendance	Student School (daily) attendance data	x	possible state extensions
	Student class attendance data	x	Possible state extensions
Communications	Online Communications that are captured (emails, blog entries)	x	
Conduct	Conduct or behavioral data	x	possible state extensions
Demographics	Date of Birth	x	
	Place of Birth	x	
	Gender	x	
	Ethnicity or race	x	some state specific solutions
	Language information (native, or primary language spoken by student)	x	varies by state
	Other demographic information-Please specify:	x	student photo
Enrollment	Student School Enrollment	x	some states support concurrent enrollment
	Student grade level	x	
	Homeroom	x	some state specific solutions
	Guidance counselor	x	
	Specific curriculum programs		
	Year of graduation	x	
	Other enrollment information - Please specify:	x	District Entry Date, Entry Grade Level, Exit Code
Parent/Guardian Contact information	Address	x	
	Email	x	
	Phone	x	
	Parent ID number (created to link parents to students)	x	
	First and/or Last	x	
Schedule	Student scheduled courses	x	
	Teacher names	x	
Special indicator	English Language Learner information	x	varies by state
	Low income status	x	varies by state
	Medical alerts/health data	x	
	Student disability information	x	possible state extensions
	Specialized education services (IEP or 504)	x	varies by state
	Living situations (Homeless/foster care)	x	varies by state
	Other indicator information-Please specify:		
Student Contact information	Address	x	
	Email	x	
Student Identifiers	Phone	x	
	Local (school district) ID number	x	
	State ID number	x	
	Provider/App assigned student ID number	x	
	Student app username	x	
	Student app password	x	
Student Name	First and/or Last	x	
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x	possible state extensions
Student survey responses	Responses to surveys or questionnaires	x	
Student Work	Student generated content; writing, pictures, etc.	x	
	Other student work data -Please specify:	x	
Transcript	Student course grades	x	
	Student course data	x	
	Student course grades/ performance scores	x	
	Other transcript data-Please specify:	x	
Transportation	Student bus assignment	x	
	Student pick up and/or drop off location		Application is customizable, but this is not collected in the core product
	Student bus card ID number		Application is customizable, but this is not collected in the core product
	Other transportation data-Please specify:		Application is customizable, but this is not collected in the core product
Other	Please list each additional data element used, stored, or collected by your application:	x	fee balance
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.		

Schoology LMS

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	
	Observation Data	x
	Other assessment data-Please specify:	x
Attendance	Student School (daily) attendance data	
	Student class attendance data	x
Communications	Online Communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	x
	Place of Birth	
	Gender	x
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	x
	Student grade level	
	Homeroom	x
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	x
Parent/Guardian Contact information	Other enrollment information - Please specify:	
	Address	
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
Schedule	First and/or Last	x
	Student scheduled courses	x
Teacher names	Teacher names	x
Special indicator	English Language Learner information	
	Low income status	
	Medical alerts/health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (Homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact information	Address	
	Email	x
	Phone	x
Student Identifiers	Local (school district) ID number	x
	State ID number	
	Provider/App assigned student ID number	x
	Student app username	x
Student Name	Student app password	x
	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	x
Student Work	Student generated content, writing, pictures, etc.	x
	Other student work data -Please specify:	
Transcript	Student course grades	x
	Student course data	x
	Student course grades/ performance scores	x
	Other transcript data-Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
Other	Other transportation data-Please specify:	
	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Special Programs/Special Education

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	X
Assessment	Standardized test Scores	X
	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X
	Other demographic information-Please specify:	
	Enrollment	Student School Enrollment
	Student grade level	X
	Homerroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information - Please specify:	
Parent/Guardian Contact information	Address	X
	Email	X
	Phone	X
	Parent ID number (created to link parents to students)	
Schedule	First and/or Last	X
	Student scheduled courses	
Special indicator	Teacher names	X
	English Language Learner information	X
	Low income status	
	Medical alerts/health data	
	Student disability information	X
	Specialized education services (IEP or 504)	X
	Living situations (Homeless/foster care)	X
Other indicator information-Please specify:	Migrant status	
Student Contact information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (school district) ID number	X
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	X
	Student app password	X
	Student Name	First and/or Last
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student program membership	Academic or extracurricular activities a student may belong to or participate in	X
Student survey responses	Responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data-Please specify:	
Transportation	Student bus assignment	X
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Unified Classroom

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	
	Observation Data	x
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	x
	Place of Birth	
	Gender	x
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	x
	Student grade level	x
	Homeroom	x
	Guidance counselor	x
	Specific curriculum programs	x
	Year of graduation	
	Other enrollment information - Please specify:	
Parent/Guardian Contact information	Address	
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
	First and/or Last	x
Schedule	Student scheduled courses	x
	Teacher names	x
Special indicator	English Language Learner information	
	Low income status	
	Medical alerts/health data	x
	Student disability information	x
	Specialized education services (IEP or 504)	x
	Living situations (Homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact information	Address	
	Email	x
Student Identifiers	Phone	x
	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	
	Student app username	x
	Student app password	x
	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	x
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data-Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Unified Insights - Hoonuit

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	x
	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	x
	Student class attendance data	x
Communications	Online Communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	x
Demographics	Date of Birth	x
	Place of Birth	x
	Gender	x
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	x
Enrollment	Other demographic information-Please specify:	x
	Student School Enrollment	x
	Student grade level	x
	Homeroom	x
	Guidance counselor	x
	Specific curriculum programs	x
	Year of graduation	x
	Other enrollment information - Please specify:	
Parent/Guardian Contact information	Address	
	Email	
	Phone	
	Parent ID number (created to link parents to students)	
	First and/or Last	
Schedule	Student scheduled courses	x
	Teacher names	x
Special indicator	English Language Learner information	x
	Low income status	x
	Medical alerts/health data	x
	Student disability information	x
	Specialized education services (IEP or 504)	x
	Living situations (Homeless/foster care)	x
	Other indicator information-Please specify:	
Student Contact information	Address	x
	Email	x
	Phone	x
Student Identifiers	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	
	Student app username	
	Student app password	
	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	x
Student Work	Student generated content; writing, pictures, etc. Other student work data -Please specify:	
Transcript	Student course grades	x
	Student course data	x
	Student course grades/ performance scores	x
	Other transcript data-Please specify:	
Transportation	Student bus assignment	x
	Student pick up and/or drop off location	x
	Student bus card ID number Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Unified Talent

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	
	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information - Please specify:	
Parent/Guardian Contact information	Address	
	Email	
	Phone	
	Parent ID number (created to link parents to students)	
	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special indicator	English Language Learner information	
	Low-income status	
	Medical alerts/health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (Homeless/foster care)	
Other indicator information-Please specify:		
Student Contact information	Address	
	Email	
	Phone	
Student Identifiers	Local (school district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app password	
Student Name	First and/or Last	
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	
Student survey responses	Responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data-Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data-Please specify:	
Other	List each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "C" DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

[]

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

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

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

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Community Unit School District 300 ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: legal@powerschool.com.

PROVIDER Signed by: PowerSchool Group LLC

BY: Philip Radmilovic Date: 5/20/2021
170B9E005E66422...

Printed Name: Philip Radmilovic Title/Position: VP Treasurer

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Community Unit School District 300 and PowerSchool Group LLC

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

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

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

Cybersecurity Frameworks

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

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

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

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

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

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between Community Unit School District 300 _____ (the "Local Education Agency" or "LEA") and _____ PowerSchool Group LLC _____ (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

as a result of the security breach; and

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

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

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

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

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

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

14. DPA Term.

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

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

EXHIBIT "H"
Additional Terms or Modifications
IL-NDPA version 1.0a

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

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

618-1/4715859.1

Notwithstanding anything contrary in the DPA or other exhibits thereto, LEA and Provider agree to the following terms and modifications:

1. With respect to the DPA's **STANDARD CLAUSES**:

1.1. **Article II, ¶ 3 (Separate Account)** is hereby stricken in its entirety.

1.2. **Article II, ¶ 5 (Subprocessors)** is amended by striking "in a manner no less stringent than the terms of this DPA" and replacing it with "in a manner no less stringent than the material terms of this DPA."

1.3. **Article IV, ¶ 2 (Authorized Use)** is stricken and replaced as follows: "The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A, as stated in the Service Agreement, and as otherwise permitted under applicable laws."

1.4. **Article IV, ¶ 5 (De-Identified Data)** is amended as follows:

1.4.1. By adding the following sentence after the second sentence in the paragraph: "Provider may also use De-Identified Data for any other purposes allowed under applicable laws."

1.4.2. By removing the second to last sentence in the paragraph beginning with "Except for Subprocessors" and replacing it with: "Except for Subprocessors, Provider agrees not to transfer de- identified Student Data to any third party unless that party agrees in writing not to attempt re-identification."

1.5. **Article V, ¶ 2 (Audits)** is stricken in its entirety and replaced with the following:

"Provider will make available to LEA, as soon as possible following the date hereof and at least once every calendar year thereafter, Provider's ISO/IEC 27001 Statement of Applicability (the "**SOA**"), ISO 27001 certificate issued by the relevant certification body, or equivalent documents relative to an accepted alternative security program and relative to the applicable product or services."

1.6. **Article V, ¶ 3 (Data Security)** is stricken and replaced as follows:

"The Provider agrees to utilize commercially reasonable administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider's cybersecurity program is aligned with the nationally recognized standard(s) selected in Exhibit "F", subject to appropriate exclusions, variations, or exemptions as determined by Provider. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions."

- 1.7. **Article V, ¶ 4 (Data Breach)**, the phrase “within seventy-two (72) hours of confirmation of the incident” is replaced with “within the most expedient time possible and without unreasonable delay, but no later than five (5) calendar days after the determination that a breach has occurred.”
- 1.8. **Article VII, ¶ 4 (Entire Agreement)** is amended by adding the following to the end of the paragraph:
 “Notwithstanding anything to the contrary herein, the total and aggregate liability and indemnity obligations of either Party under this DPA is and shall remain subject to the exclusions, limitations of liability and indemnity provisions set out in the applicable Service Agreement. Provider may bill LEA for reasonable costs in connection with responding to any LEA requests under this DPA (e.g., data access, deletion or disclosure, informational requests); provided that Provider provides an estimate of such costs to LEA in advance and receives written approval from LEA (which written approval may be via e-mail).”
2. With respect to the DPA’s **Exhibit C (Definitions)**:
- 2.1. The definitions of “Operator” and “Targeted advertising” are stricken and replaced with the definition set forth in 105 ILCS 85 (the Student Online Personal Protection Act, as amended (“SOPPA”).
- 2.2. The definition of “Provider” is stricken and replaced with “means the party identified as ‘Provider’ in the DPA.”
- 2.3. Notwithstanding the definitions provided for “Educational Records”, “Student Generated Content” and “Student Data”, they shall be construed consistently with and not to exceed the scope of how such terms (or substantially similar terms) are defined under applicable laws, including FERPA ((for “Student Generated Content”), SOPPA (for “covered information”), and ISSRA (as defined in **Exhibit G**) (for “school student records”).
3. With respect to the DPA's **Exhibit G (Supplemental SDPC State Terms for Illinois)**:
- 3.1. **Ex. G, ¶ 4 (Limitations on Re-Disclosure)** is hereby stricken in its entirety and replaced with the following:
 “The Provider shall not re-disclose Student Data to any third party who is not a Subprocessor without the express written permission of the LEA or pursuant to a court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, MHDDCA, or other applicable law. Provider will not sell or rent Student Data. In the event a third party who is not a Subprocessor, including law enforcement or a government entity, contacts the Provider with a request or court order for Student Data in the possession of the Provider, the Provider shall redirect such third party to seek the data directly from the LEA unless the court order is served on the Provider, in which case the Provider will use reasonable efforts to ask the requestor to re-serve the court order on the LEA. In the event the Provider is compelled to produce Student Data to a third party in compliance with a court order, Provider shall notify the LEA, if permitted by law, at least seven (7) school days in advance of the court ordered disclosure, unless the Provider is not afforded with the same time period, in which case, the Provider shall notify the LEA as soon as reasonably practicable, and, upon request, provide the LEA with a copy of the court order requiring such disclosure if permitted by law.
- 3.2. **Ex. G, ¶ 10 (Reimbursement of Expenses Associated with Security Breach)** is amended by striking the first paragraph of ¶ 10 (beginning with “In the event” and ending with “expenses associated with”) and replacing it with the following:
 “In the event of a Security Breach that is attributable to the Provider, subject to the limitation of liability set forth in the Service Agreement, the Provider shall reimburse and indemnify the LEA for

any and all reasonable costs and expenses that the LEA actually incurs in investigating and remediating the Security Breach, including:”

Subsections a through d shall remain intact.

3.3. **Ex. G, ¶ 13 (Subcontractors)** is stricken and replaced as follows:

“To the extent required by applicable law, the Provider shall provide the LEA with a list of any third party Subprocessors to whom Student Data is disclosed or a link to a page on the Provider’s website that clearly lists all Subprocessors to whom Student Data is or will be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).”

The foregoing terms and modifications shall take precedence and supersede the DPA or other exhibits thereto in all respects.



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: 04/05/2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Joseph Sieczkowski
Director of CTE, Pathways and College
& Career Readiness

Presented at the following Board Meetings	
Construction/Facility	
Finance	
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Approval of CTE Program Cosmetology Contract (Extension)

Background

ABC School of Cosmetology currently supports our district by providing cosmetology coursework and instruction for 11th & 12th grade students interested in pursuing IL industry certification in Cosmetology, Barber, Esthetics, and Nail Technician (12th grade only) as aligned by the Illinois Department of Financial and Professional Regulation Board.

Coursework and instruction are part of our post-secondary and career-ready offerings that are not directly offered by D300 staff. Students engage in classroom theory and practical lab training required by the State as part of their exciting program.

The Cosmetology and Barbering programs require a total of 1500 hours, while Esthetics requires 750 hours and Nail Technician requires 350 hours. Courses that D300 students successfully complete will account for 150 hours per semester towards each program's required hours. Students can complete up to 750 hours of the program at the reduced tuition rate if they start the program as a junior as well as participate during the summer before senior year. Students are released at the end of the day (after fifth period) to attend the instructional/classroom theory portion. Lab hours are worked on beyond the school day and are scheduled directly with students and ABC School of Cosmetology.

RFP specifications were released on February 28th, 2019. The bid opened on March 22, 2019. Four vendors were solicited and two responded, of which one was withdrawn due to a change of ownership. The recommendation is to renew our previous agreement which offers a continual level of service.

The vendor has proposed an increase of \$100 per course (150 hours) in Barbering and Esthetics, while maintaining the originally agreed upon cost for Cosmetology and Nail Technology per semester course (150 hours).

Cosmetology per semester (150 hours): \$1,000
Barbering per semester (150 hours): \$1,000
Esthetics per semester (150 hours): \$1,100
Nail Technology per semester (150 hours): \$1,100

Recommendation

The Administration recommends the Board approve the extension of a one-year agreement as presented.



Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102

Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

March 24, 2022

Cindy Heidemann
A.B.C. School of Cosmetology, Esthetics & Nail Technology, Inc.
9213 Route 31
Lake in the Hills, IL 60156

Via email: nailqueen@ameritech.net

Contract Renewal: Cosmetology RFP

Dear Ms. Heidemann,

On April 23, 2019, the District 300 Board of Education awarded a contract for Cosmetology Services for Educational Purposes for Baber, Cosmetology, Esthetics and Nail Technology RFP to A.B.C. School of Cosmetology, Esthetics & Nail Technology, Inc. District 300 would like to extend this contract for the 7/1/2022 through 6/30/2023 term. The District further recognizes your letter of 3/23/22 regarding pricing. This letter is attached.

If your firm agrees to the terms attached, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C. White

8375D43E716D90C09E2DBCBD5C76FBD7 contractworks. 2022-03-25

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Cindy Heidemann

E446C5DDF085E2316DDB2E790BA2F72A contractworks. 2022-03-25

Service Provider

Cindy Heidemann President



**A.B.C. School of Cosmetology, Esthetics
& Nail Technology, Inc.**



9213 Route #31

Lake In The Hills, IL 60156

Lic. #013-000754

847-337-3144 or 847-458-6500

Fax: 847-458-6509

Tax ID#25-1906838

March 23, 2022

ATTENTION: DIANE WHITE

ABC School of Cosmetology & Nail Technology, Inc. is looking to the opportunity of continuing the partnership with District 300 with the Vocational Education Program. It is hard to believe that we have been working together since 2013. Please find below a current requeste fee schedule for the District. If you have any questions and or concerns please feel free to contact us.

Provide invoices of all tuition for registered D300 dual-credit students according to the following rates due to ABC from D300:

COSI 01	COSMETOLOGY 101 (150 HRS.):	\$1000 per student
COSI 02	COSMETOLOGY 102 (150 HRS):	\$1000 per student
BAR 01	BARBER 101 (150 HOURS):	\$1000 per student
BAR 02	BARBER 102 (150 HOURS):	\$1000 per student
EST 01	ESTHETICS 101 (150 HOURS):	\$1000 per student
EST 02	ESTHETICS 102 (150 HOURS):	\$1000 per student
NT 101	NAIL TECHNOLOGY (150 HOURS):	\$1100 per student
NT 102	NAIL TECHNOLOGY (150 HOURS):	\$1100 per student

Looking forward to hearing from you and continuing this partnership with future D300 students.

Respectfully,

Cindy Heidemann
847-337-3144

nailqueen@ameritech.net

Cindy Werba
847-721-6424



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: April 12, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Jason Emricson
Executive Director of IT & Ops

Presented at the following Board Meetings	
Construction/Facility	
Finance	04/12/2022
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: E-Rate Category 1

Background

D300 has filed for category one funding for Wide Area Network and has accepted responses through the E-Rate process.

This year the District will be transitioning to the Illinois Department of Innovation & Technology (DoIT) for our WAN circuits. The DoIT service will be at zero cost to the District from now on, as it will be funded through the E-Rate process. The DoIT circuit installation is scheduled to be completed before our current contract with AT&T ends on July 1, 2022. Should the DoIT services not be installed and functioning before the July 1st date, our existing agreement with AT&T will end, and we will be on a month-to-month contract with AT&T tariff rates for \$1,725,576. Instead of going to the tariff rates, it was recommended by our E-Rate Consultant, ClientFirst, to enter into a 1-year contract with AT&T..

Through the E-Rate evaluation process, one other organization submitted a proposal, but because of our unique circumstances, their submission was disqualified. Below is the proposal sheet.

WAN OVERALL SCORES					
Vendor	Price (50 max)	Technical Functionality (20 max)	References & Experience (20 max)	Completeness and Accuracy (10 max)	Total (100 max)
ATT	50.0	20.0	20.0	10.0	100.0
WANRack	31.9	20.0	20.0	4.0	75.9

The contract proposed with AT&T protects the District against going to the tariff rates and will allow us to receive E-Rate funding for the circuits until they are transitioned to the DoIT connection. Once the cut-over happens, the District will terminate the contract with AT&T for half of the remaining funds.

Recommendation

The administration recommends moving forward with the 1-year contract with AT&T for a potential \$85,920. When the DoIT circuits are fully operational, we will end our agreement with AT&T, which will reduce the District's overall costs.



**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

AT&T MA Reference No. 201903264784UA

AT&T Contract ID No. ASEHR6RR56

Customer	AT&T
Community Unit School District 300 Street Address: 2550 Harnish Avenue City: Algonquin State/Province: IL Zip Code: 60102 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Jennifer Porter Title: ADM Chief of Staff/CSBO Street Address: 2550 Harnish Avenue City: Algonquin State/Province: IL Zip Code: 60102 Country: USA Telephone: 8475518314 Email: Jennifer.porter@d300.org	Name: Glenn Shine Street Address: 4513 Western Avenue City: Lisle State/Province: IL Zip Code: 60532 Country: USA Telephone: 630.718.1569 Email: gs0293@att.com Sales/Branch Manager: Kevin Serra SCVP Name: Jeff Maggi Sales Strata: LED 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: USA Telephone: _____ Email: _____ Agent Code _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

On the Effective Date, this Pricing Schedule will supersede and replace all existing or prior agreement(s) for the Service identified in Attachment A.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Jennifer Porter	Printed or Typed Name:
Title: Chief Financial Officer	Title:
Date:	Date:

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
--	--

WK# - TCAL and ILEC - Intrastate - TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
Please sign by February 03, 2023	

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM	
Service Provider(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Illinois	AT&T Switched Ethernet Service Guide	https://cpr.att.com/pdf/commonEthServGuide.html

1.1. Inside Wiring

Service	AT&T Inside Wiring	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service SM	AT&T Inside Wiring Service Attachment	https://cpr.att.com/pdf/service_publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf

1.2. Entrance Facility Construction

Service	AT&T Entrance Facility Construction	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service SM	AT&T Entrance Facility Construction Attachment	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	12 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All quantities of Service Components (excluding CIR/CoS) listed in Section A-1 of Attachment A	50% plus any unpaid or waived non-recurring charges	Until end of Pricing Schedule Term

WK# - TCAL and ILEC - Intrastate -TBD

Please sign by February 03, 2023

For AT&T Administrative Use Only
Pricing Schedule No. _____
Original Effective Date: _____

**AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms**

4. ADDS; MOVES; and UPGRADES

4.1. Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2. Moves

Per applicable Service Publication

4.3. Upgrades

4.3.1. Upgrades to a Higher Speed

Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges	Non-recurring Charge waivers, if any, will apply as identified in Attachment A.
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6. RATES AND CHARGES; QUANTITIES; INITIAL SITE AND SERVICE CONFIGURATION

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

Please sign by February 03, 2023

**AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms**

ATTACHMENT A – ILLINOIS

RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION

Community Unit School District 300 Customer Legal Name>

A-1. Rates and Charges; Initial Order Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
10000 Mbps CIR - Interactive - Basic Only / R61SX	0	5	\$140.00	\$700.00	\$150.00	\$0.00	\$0.00
Customer Port Connection - 10 Gbps – Basic / EYQGX	0	5	\$500.00	\$2,500.00	\$15,750.00	\$0.00	\$0.00
1000 Mbps CIR - Interactive - Basic Only / R6EZ X	0	12	\$163.00	\$1,956.00	\$150.00	\$0.00	\$0.00
Customer Port Connection - 1 Gbps – Basic / EYQFX	0	12	\$167.00	\$2,004.00	\$2,100.00	\$0.00	\$0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$7,160.00			\$0.00

*If the standard NRC exceeds the billed NRC, the difference has been waived.
Charges for special construction, if needed, may also apply.

If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Pricing Schedule Term or if no such EPP term exists then the next shorter EPP term.

A-2. Initial New and Existing Sites and Service Configuration

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
1	2601 Bunker Hill Dr	Algonquin	IL	Existing	ATT Illinois
2	1600 Big Timber Rd	Hampshire	IL	Existing	ATT Illinois
3	1500 Kings Rd	Carpentersville	IL	Existing	ATT Illinois
4	1500 Kings Rd	Carpentersville	IL	Existing	ATT Illinois
5	1500 Kings Rd	Carpentersville	IL	Existing	ATT Illinois
6	1100 Huntington Dr	Algonquin	IL	Existing	ATT Illinois

WK# - TCAL and ILEC - Intrastate -TBD

Please sign by February 03, 2023

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
7	500 Harvest Gate	Lake In The Hills	IL	Existing	ATT Illinois
8	520 Longwood Dr	Algonquin	IL	Existing	ATT Illinois
9	4200 W Main St	West Dundee	IL	Existing	ATT Illinois
10	729 Paper Bark Ln	Gilberts	IL	Existing	ATT Illinois
11	14 Ash St	Carpentersville	IL	Existing	ATT Illinois
12	1401 Compton Dr	Algonquin	IL	Existing	ATT Illinois
13	519 Willow St	Lake In The Hills	IL	Existing	ATT Illinois
14	6500 Miller Rd	Carpentersville	IL	Existing	ATT Illinois
15	407 S 5th St	West Dundee	IL	Existing	ATT Illinois
16	898 Glen Oak Dr	Sleepy Hollow	IL	Existing	ATT Illinois
17	124 Golfview Ln	Carpentersville	IL	Existing	ATT Illinois

Table 2 – Service Components associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	10 Gbps Basic	10000 Mbps	Interactive	N/A
2	10 Gbps Basic	10000 Mbps	Interactive	N/A
3	10 Gbps Basic	10000 Mbps	Interactive	N/A
4	10 Gbps Basic	10000 Mbps	Interactive	N/A
5	10 Gbps Basic	10000 Mbps	Interactive	N/A
6	1 Gbps Basic	1000 Mbps	Interactive	N/A
7	1 Gbps Basic	1000 Mbps	Interactive	N/A
8	1 Gbps Basic	1000 Mbps	Interactive	N/A
9	1 Gbps Basic	1000 Mbps	Interactive	N/A
10	1 Gbps Basic	1000 Mbps	Interactive	N/A
11	1 Gbps Basic	1000 Mbps	Interactive	N/A
12	1 Gbps Basic	1000 Mbps	Interactive	N/A
13	1 Gbps Basic	1000 Mbps	Interactive	N/A
14	1 Gbps Basic	1000 Mbps	Interactive	N/A
15	1 Gbps Basic	1000 Mbps	Interactive	N/A
16	1 Gbps Basic	1000 Mbps	Interactive	N/A
17	1 Gbps Basic	1000 Mbps	Interactive	N/A

WK# - TCAL and ILEC - Intrastate -TBD

Please sign by February 03, 2023

For AT&T Administrative Use Only
Pricing Schedule No. _____
Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Table 3 – Features associated with Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A	N/A
8	N/A	N/A	N/A	N/A	N/A
9	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A
13	N/A	N/A	N/A	N/A	N/A
14	N/A	N/A	N/A	N/A	N/A
15	N/A	N/A	N/A	N/A	N/A
16	N/A	N/A	N/A	N/A	N/A
17	N/A	N/A	N/A	N/A	N/A

End of Document



E-Rate Rider

ATTACHMENT TO AT&T Switched Ethernet Service ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T** [Insert name of AT&T affiliate] (AT&T) and Community Unit School District 300 (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.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

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 7/1/2022**. 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 property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

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.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

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This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

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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E-Rate Rider

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: Jennifer Porter	Name:
Title: Chief Financial Officer	Title:
Date:	Date:

CONFIDENTIAL INFORMATION

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**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: 04/01/2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Anne Pasco,
Assistant Superintendent of
Innovation and Digital Literacy

Presented at the following Board Meetings	
Construction/Facility	
Finance	
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Instructional Technology Software Renewals

Background

The attached contracts are for the renewal or purchase of our instructional software subscriptions that support our instructional programs. These contracts are reviewed annually for usage to ensure only those contracts being used are renewed and will be paid for out of the Teaching and Learning budgets.

Auditory Sciences- Streamer (Renewal)

Streamer is a new approach to captioning, note-taking, and translation. The cost for the 2022-2023 districtwide subscription is \$16,800; the cost remains the same as last year.

Book Creator (Renewal)

Book Creator is an application to create ebooks, Chromebooks, and on the web. Book Creator allows students to expand their writing skills in a variety of creative avenues. Students can utilize text, videos, audio, and images in a book layout to express their ideas and thoughts with a broader audience. This product supports reading, writing, communication, creativity, and collaboration skills. The cost for the 2022-2023 districtwide subscription is \$27,000; this is an increase of \$9,000 from last year (the vendor previously held pricing from the year before).

BrainPOP (Renewal)

BrainPOP provides short, highly engaging animated videos aligned to the curriculum that teachers can embed into their Schoology pages. Additionally, students can explore making movies about the content in a safe, protected environment, allowing them to demonstrate their content learning. The contract maintains access to BrainPOP, BrainPOP Jr., BrainPOP Español, and BrainPOP Francais for the 2022-2023 school year. The cost for the 2022-2023 districtwide subscription is \$57,860.60; this is an increase of \$4,188.20 from last year.

EBSCO (Renewal)

While utilizing the internet for research is an important skill, it is also important to provide educational research databases to students and teachers. The EBSCO databases allow students to perform academic research in all classes. The cost for the 2022-2023 districtwide subscription is \$8,917; this is an increase of \$428 from last year.

EdClub- TypingClub (Renewal)

Typing Club provides personalized typing instruction in a digital format which allows mastery of skills. Additionally, this program provides differentiated language and skills support. The cost for the 2022-2024 (two years) districtwide student licenses is \$25,830; this is an increase of \$4,280.40 from 2020-2022.

Pear Deck (Renewal)

Pear Deck is an educational technology company offering a web-based application to K–12 schools and teachers. The cost for the 2022-2023 districtwide subscription is \$32,100; this is an increase of \$2,140 from last year. The contract will be fully executed pending award.

Plagix- Unicheck (Renewal)

Unicheck is a cloud-based plagiarism detection software that finds similarities, citations, and references in texts. The cost for the 2022-2023 districtwide subscription is \$10,080; this is an increase of \$480 from last year (the vendor previously held pricing from the year before).

PlayPosit (Renewal)

PlayPosit provides interactive video and audio that transforms passive observation into active learning, where online and conventional learners can explore, analyze, and apply concepts through enriched learning content. The cost for the 2022-2023 districtwide subscription is \$34,500; the cost remains the same as last year.

Scholastic- Literacy Pro (Renewal)

Literacy Pro provides teachers with a blended learning solution that curates a personalized bookshelf for every student for grades K-5, and ensures purposeful and effective independent reading. The service is a browser-based platform and will allow teachers to drive students toward books that will capture their interest and curiosity and is available 24/7. It will also track how many days they read and minutes per day, along with a reading log of titles they have completed. The cost for the 2022-2023 K-5 subscription is \$69,300; this is an increase of \$3,150 from last year.

WeVideo (Renewal)

WeVideo is an online, cloud-based video editing platform that works in web browsers and on mobile devices. The cost for the 2022-2023 districtwide subscription is \$32,270.49; the cost remains the same as last year.

World Book (Renewal)

World Book is an online encyclopedia that provides general information to support student research and curricular projects. The cost for the 2022-2023 districtwide subscription is \$9,812; this is an increase of \$467 from last year.

Recommendation

The Administration recommends the approval of the instructional software electronic subscription contracts as presented. These contracts will be paid for out of the the Teaching and Learning budgets.



Community Unit School District 300
2605 BUNKKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

March 18, 2022

Robert Palmquist
Auditory Science
205 South Water Street
Northfield, MN 55057

Via email: rpalmquist@speechgear.com

Contract Renewal: Streamer

Dear Mr. Palmquist,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 7/1/2022 – 6/30/2023. On April 27, 2021 the Board of Education originally approved a contract with Auditory Science for Streamer for 26 Schools. This contract is attached.

In August of 2022, District 300 is opening Big Timber Elementary School in Hampshire, Illinois. The expected enrollment will be 400 students. We will be serving 27 schools in total. Please provide pricing for the addition of this school to the contract.

If your firm agrees to the pricing as shown plus the cost to service Big Timber Elementary School, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C. White

8375D43E716D90C09E2DBCBD5C76FBD7

contractworks.

03/21/2022

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Robert Palmquist

6D2EBCC2B3F5E42ACBE0D371CD26511D

contractworks.

03/21/2022

Service Provider

Robert Palmquist

Sales, Auditory Sciences. LLC.



Auditory Sciences, LLC

205 South Water Street
Northfield, MN 55057

Quote

Date	Quote #
1/29/2022	156391

Name / Address
D300 Traci Magsamen 2550 Harnish Drive Algonquin, IL 60102

Per your request, the following quotation provides a detailed listing of your items. To accept this quotation please send your purchase order to sales@auditorysciences.com or FAX the order to 866-356-6644. As always, if you have any questions or would like any assistance in placing your order, please feel free to contact us using "sales@auditorysciences.com" or by calling 507-645-8924.

Thank you for your Order,
-- The Auditory Sciences' Sales Team

Payment Terms	Delivery	Est. Ship Date	CAGE Code	DUNS NUM	FED TPID
15 days net	Included in Quote	Items are in stock	IT8C4	016087418	41-2007603
Item	Description	Cost	Qty	U/M	Total
SI00.I	INTERACT-STREAMER, FULL YEAR'S SUBSCRIPTION, UNLIMITED ROOMS FOR THE 2022-2023 School Year With your order your school district will receive a captioning, note-taking and translation system initially composed of the number of rooms shown in the QTY column to the right. The initial number of rooms is based on your total student population. This is a fixed price quotation. If you need more rooms, they'll be added at no extra cost. Note that your "year" officially starts the first day of classes. We'll set up your system now, so in effect, you'll be receiving more than a year of services. It's all part of ensuring that everything is set when the new school begins. Each room includes all of Streamer's features that can be used as often as desired by any employee or student of your school district. These rooms are intended to be used for school district purposes, not for situations outside of school district activities.	99.00	840	ea	83,160.00
DISCOUNT	Discount on order - 840 Rooms	-66,360.00			-66,360.00
Total					



Auditory Sciences, LLC

205 South Water Street
Northfield, MN 55057

Quote

Date	Quote #
1/29/2022	156391

Name / Address

D300
Traci Magsamen
2550 Harnish Drive
Algonquin, IL 60102

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15 days net	Included in Quote	Items are in stock	IT8C4	016087418	41-2007603
Item	Description	Cost	Qty	U/M	Total
MISC	<p>ADDITIONAL INCLUDED SERVICES</p> <p>We will do the majority of setup and configuration for you. For example, if you would like we will create all the initial user accounts. We will need data from you to do that (names of the individuals). That data is only used to create the accounts. We will not use it for marketing or any activity outside of fulfilling your order. Once the accounts are created, the data is removed from our records. We will also generate an email template to send to the end users letting them know the "what it is", "why we're using it" and "how it's done" on Streamer™ (it's a very short email). If you would like, we will also integrate the sign in to your SSO system. And, we will host remote training sessions for your team. In summary, we will work with you and your team to make sure your deployment and continued use of your captioning, note-taking and translation system is a success now and throughout the school year. To ensure the best success, we recommend that an individual from within your district be assigned to partner with us in configuring, deploying, and supporting your system. For any questions, we can be reached at 507-645-8924.</p>	0.00	1	ea	0.00
Total					\$16,800.00



Auditory Sciences, LLC

205 South Water Street
Northfield, MN 55057

Quote

Date	Quote #
2/10/2021	155123

Name / Address
D300 Traci Magsamen 2550 Harnish Drive Algonquin, IL 60102

Per your request, the following quotation provides a detailed listing of your items. To accept this quotation please send your purchase order to sales@auditorysciences.com or FAX the order to 866-356-6644. As always, if you have any questions or would like any assistance in placing your order, please feel free to contact us using "sales@auditorysciences.com" or by calling 507-645-8924.

Thank you for your Order,
-- The Auditory Sciences' Sales Team

Payment Terms	Delivery	Est. Ship Date	CAGE Code	DUNS NUM	FED TPID
15 days net	Included in Quote	Items are in stock	IT8C4	016087418	41-2007603
Item	Description	Cost	Qty	U/M	Total
SI00.I	INTERACT-STREAMER, FULL YEAR'S SUBSCRIPTION, UNLIMITED ROOMS With your order your school district will receive a captioning, note-taking and translation system initially composed of the number of rooms shown in the QTY column to the right. The initial number of rooms is based on your total student population. This is a fixed price quotation. If you need more rooms, they'll be added at no extra cost. Note that your "year" officially starts the first day of classes. We'll set up your system now, so in effect, you'll be receiving more than a year of services. It's all part of ensuring that everything is set when the new school begins. Each room includes all of Streamer's features that can be used as often as desired by any employee or student of your school district. These rooms are intended to be used for school district purposes, not for situations outside of school district activities.	99.00	840	ea	83,160.00
DISCOUNT	Discount on order - 840 Rooms	-66,360.00			-66,360.00
Total					



Auditory Sciences, LLC

205 South Water Street
Northfield, MN 55057

Quote

Date	Quote #
2/10/2021	155123

Name / Address
D300 Traci Magsamen 2550 Harnish Drive Algonquin, IL 60102

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MISC	<p>ADDITIONAL INCLUDED SERVICES</p> <p>We will do the majority of setup and configuration for you. For example, if you would like we will create all the initial user accounts. We will need data from you to do that (names of the individuals). That data is only used to create the accounts. We will not use it for marketing or any activity outside of fulfilling your order. Once the accounts are created, the data is removed from our records. We will also generate an email template to send to the end users letting them know the "what it is", "why we're using it" and "how it's done" on Streamer™ (it's a very short email). If you would like, we will also integrate the sign in to your SSO system. And, we will host remote training sessions for your team. In summary, we will work with you and your team to make sure your deployment and continued use of your captioning, note-taking and translation system is a success now and throughout the school year. To ensure the best success, we recommend that an individual from within your district be assigned to partner with us in configuring, deploying, and supporting your system. For any questions, we can be reached at 507-645-8924.</p>	0.00	1	ea	0.00
Total					\$16,800.00



**Community Unit School District 300
and Speech Gear
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between **Community Unit School District 300** (the "School District") and **Speech Gear** (the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

[Complete Appendix A.]

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide Student Data to the Company as identified in Exhibit "B".

[Complete Exhibit B.]

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products and/or services represents the minimum necessary data



for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

- 3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

- 4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.
- 4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.
- 4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:
- 4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it



will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.



- 5.1.1 *Security Procedures and Practices.* The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce’s National Institute of Standards and Technology’s Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.
- 5.1.2 *Storage of Data.* The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company’s own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.
- 5.1.3 *Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company’s storage of School District Data at the School District’s expense to ensure compliance with the terms of the Agreement and this Addendum.
- 5.1.4 *Reasonable Methods.* The Company agrees to use “reasonable methods” to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.
- 5.2 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company’s programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.



- 5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District’s request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company’s possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District’s request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student’s parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 5.3* written evidence of parental/guardian consent for any data maintained.
- 5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.
- 5.5 *Data Breach.* For purposes of this section, “data breach” means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.
- 5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 24 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company’s primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised



or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section 6.1.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.



- 6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

- 7.1 *Service Levels.* The Company's products or services are provided 24 hours per day, 7 days per week. The Company shall ensure 99.9% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). Where Up-time percentage averages less than 99.9% in a calendar month, the School District shall have the right to terminate the Agreement immediately upon written notice to the Company and shall be entitled to a refund of the School District's fees paid for the services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School District first had access to the Services through the date of termination.
- 7.2 *Limited Warranty.* For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's product or service to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company's then-current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School District shall be entitled to a refund of its fees paid for the products or services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School District first has access to the Company's products or services through the date of termination.
- 7.3 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.
- 7.4 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.



- 7.5 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:
- 7.5.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;
 - 7.5.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
 - 7.5.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);
 - 7.5.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
 - 7.5.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease - Each Employee; \$1,000,000 - Policy Limit; and
 - 7.5.6 Umbrella liability insurance with a minimum combined single limit of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement



immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.6 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.
- 7.7 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 7.8 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.
- 7.8 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.9 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 7.10 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest



payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.

- 7.11 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.12 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.13 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum. Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.
- 7.14 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.15 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.16 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.



- 7.17 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.18 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.



Appendix "A"

Insert a brief description. "Nature of Products or Services Provided. The Company has agreed to provide the School District the products and/or services outlined below:

Summary Description:

Streamer™ is a private and secure captioning, note-taking, speech generation and/or translation system. Students, and others throughout your school, can use the system anytime, anywhere and as often as desired. There are no per minute nor per user or per session fees.

Detailed Description:

How Streamer™ Works

Streamer™ is a private and secure captioning, note-taking, speech-generation and translation system that you can use as often as you like to support as many students as you want. Because it is a website there are no apps to download, invite codes to share, or URLs to distribute. Streamer runs on laptops, MacBooks, iPads, iPhones, Android phones, Chromebooks and more. Simply go to www.streamer.center and login. That's all it takes. With each subscription an additional secure and personal online captioning and translation room is added to your account that you can use as often as you like and share with as many students, parents, coworkers and others as you want. To learn more about all of Streamer's many features, go to <https://streamerlink.cc/features>.

Configuration Options

Streamer is used for both in-person and remote classrooms. Once you configure your system, you and your students just click on a desktop icon. That is all it takes to use Streamer™. Students easily add their own private custom notes to the live transcript, and save a copy at the end of the class along with an automated summary of key points of the lecture. To learn more, go to <https://streamerlink.cc/click-to-caption>.

Removing Language Barriers

Streamer goes way beyond simple bi-directional translation – it provides complete United Nations multi-directional spoken translation of whatever anyone says or types in most any language. You can have dozens of students in a classroom where each person speaks a different language, and with Streamer™ whatever anyone says or types is automatically translated and spoken aloud (using an earbud) in each individual's preferred language.

Private and Secure

Streamer™ fully complies with all student privacy laws. For a complete description of the privacy and security built into Streamer™, visit <https://streamerlink.cc/Private-and-Secure>



Exhibit "B"
SCHOOL DISTRICT DATA PROVIDED

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



	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>



Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify "Transcript" has two meanings. In our case we generate a "transcription" of conversations which has nothing to do with a "transcript" containing grades or course data.	<input checked="" type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>



Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>See https://streamerlink.cc/Private-and-Secure for details on the data we collect and the many ways we protect that data. In summary, each person using Streamer™ has a <i>User Account</i>. We know the name of that User Account as well as the email address associated with the account (used only if the person forgets their password and we need to email them a reset link), and we store, in encrypted hashtag, a password for that account. As a person is using Streamer™ a transcription and/or translation of the conversation is generated and displayed within a Streamer™ “Room”. That transcription data is fully encrypted in all directions and is stored on secure Azure servers in an encrypted format. We do not have access to that data, we do not make a back up nor archive your transcription data. When you clear your transcription data it is gone forever. Each “Room” (which again is where the transcription is displayed) has a label associated with it. This may be the name of a teacher or even the name of a student, but it can be any label that you choose. We do have access to the name of each room as well as a list of User Accounts that have access to each room, but again, we do not have access to the contents of the room, namely the transcription of what people are saying.</p>	<input checked="" type="checkbox"/>
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None	No Student Data collected at this time. Provider will immediately notify D300 if this designation is no longer applicable.	<input type="checkbox"/>



Speech Gear

Signature

Robert Palmquist

Name

Sales, Academic Settings

Title

Feb 10, 2021

Date

Community Unit School District 300

Susan Harkin

A3BB358670FE4AD718B86C5B0A2FAD86 contractworks.

Signature

Susan Harkin

Chief Operating Officer

04/28/2021

Date



Community Unit School District 300

2605 BUNKKER HILL DRIVE
ALGONQUIN, IL 60102

Diane C. White, Director of Purchasing

PHONE: 847-551-8460 • FAX: 847-551-8463

March 18, 2022

Catherine Cappiello
Tools for Schools, Inc.
1321 Upland Dr., Suite 8524
Houston, TX 77043

Via email: catherine@bookcreator.com

Contract Renewal: Book Creator

Dear Ms. Cappiello,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 7/1/2022 – 6/30/2023. On April 27, 2021 the Board of Education originally approved a contract with Tools for Schools, Inc. for Book Creator for 26 Schools. This contract is attached.

In August of 2022, District 300 is opening Big Timber Elementary School in Hampshire, Illinois. The expected enrollment will be 400 students. We will be serving 27 schools in total. Please provide pricing for the addition of this school to the contract.

If your firm agrees to the pricing as shown plus the cost to service Big Timber Elementary School, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C. White

2022-03-21

8375D43E716D90C09E2DBCBD5C76FBD7

contractworks

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Lainey Franks

6F9BA8CBBB59C86014AE0ED839D153D3

contractworks

2022-03-23

Service Provider

Lainey Franks

VP of Partnerships



BOOK CREATOR

Renewal



DISTRICT 300

About Book Creator

Since 2011, the Book Creator team has committed to working alongside educators to help students thrive. Education is changing. Book Creator offers a simple way to infuse creativity throughout the curriculum, motivating students to become authors of their learning and helping them develop future-ready skills.

We amplify student voice by giving them a platform to publish to the world. This motivates them to produce better work. We give students a voice when they cannot yet type, can't speak English fluently yet, are shy to present in front of others or can't express themselves in words. We allow all students the ability to elevate their work beyond a document, to become authors of their own digital books. With Book Creator, students are empowered to create lasting multimedia-rich work of value and quality which can be shared for a global audience.

With over 50,000,000 eBooks created, Book Creator is the interactive digital notebook for the 21st century and is transforming teaching and learning around the world.



About me

Jon Smith, Teacher Success Manager

12 years as a special education teacher. 7 years as a technology integration specialist. I'll be on hand to answer questions, and to offer advice/strategies on how to best utilize Book Creator. I also offer webinars and training to help integrate Book Creator into your curriculum and teaching/learning strategy.

+19044146439 / jonsmith@bookcreator.com

Testimonials



Book Creator sits atop my list of the best educational apps. I've used it with learners of all ages, from kindergarten to adults. Its simplicity is refreshing.

Tony Vincent, Learning in Hand



My students are each creating a resource that will be available for download across the world. This is authentic learning at its best. My students have a voice.

Jane Ross, Digital Literacy Coach



Community Unit School District 300 Initiatives

Book Creator is used across all subjects and all grade levels, infusing creativity into curriculum. We know that D300 has a number of initiatives in place and so have detailed how we can support in some of these.

- EL population with inclusive English language learning,
- Special Education
- Over the current period on delivering online learning as well as helping students affected by the disruption with their social and emotional learning.

Please see below some additional information on each of these areas and how Book Creator can help:

Remote Learning and Remote PD

Keep your whole school community feeling connected by sharing and celebrating student creativity. We have a host of features, resources and support for teachers and students while [remote learning](#).



We also offer comprehensive Webinar PD and will have a brand new certification programme so that teachers can learn in their own time and be awarded a badge on completion. This will help the technology team track which teachers are proficient in the tool and assist with rolling out across the district.

Supporting Language Learners

Book Creator is the perfect app for supporting language learners, supporting work in all four of the domains - reading, writing, speaking and listening. It gives students an outlet for content creation regardless of their level of proficiency.

With Book Creator you can write or dictate in multiple languages, have your book read back to you in that language, and then really bring language books to life with audio and video. What's more, the app has been translated into 10 different languages so you can have an immersive experience if you wish, or truly support students who don't have English as their first language by allowing them to create in their own language.

Charlotte Mecklenburg have recently purchased Book Creator for all EL teachers across the district and have had huge success. Christina Mahar who leads the project is happy to discuss her experience with you:

“We are using Book Creator to target all the language domains of our ELs, especially Speaking and writing. We use it to build background for our students to support the content instruction. We also are using Book Creator to support phonics instruction and fluency checks at the elementary level. For middle and high school we will focus Book Creator use to create student portfolios to track progress, which will be huge since we have so many transient students. Book Creator has been a huge asset during remote learning! We are currently in the process of developing a virtual summer school for all ELs, using Book Creator as one of our main platforms of instructional delivery and documentation using portfolios that will be sent to their teachers in the fall. We are also working with high school seniors for a special end of year commemorative book.”

Christina Mahar, Charlotte Mecklenburg

Find out more

Supporting Language Learners

<https://bookcreator.com/resources-for-teachers/languages/>

Supporting Special Education through differentiation

Book Creator’s multimodal tools and supports make lessons accessible while building in student voice and choice. With hundreds of [accessibility features](#) built into the app, Book Creator is designed to support the three principles of Universal Design for Learning.

You can vary the means of engagement by offering visual, tactile or auditory learning. You can vary the means of representation by fully customizing books to consider font size, contrast, video captions, audio support and more. And you can vary the means of expression by allowing students to use accessibility features such as speech to text, predictive text, and images/shapes to demonstrate understanding where text isn’t an option.

Find out more

Supporting Special Education

<https://bookcreator.com/resources-for-teachers/special-education/>

Supporting Social Emotional Learning

Aligning with your own school's SEL goals, Book Creator offers a simple platform to create all kinds of content to support managing emotions, setting positive goals, showing empathy, and maintaining positive relationships. Book Creator offers a blank canvas for students to express themselves, collaborate with other students, and present their feelings in a variety of formats. For example, students could create a journal setting out thoughtfulness goals, a book with interviews of community members, they could use the app to connect with a pen pal in another country (even collaborating on a book in real-time).

Find out more

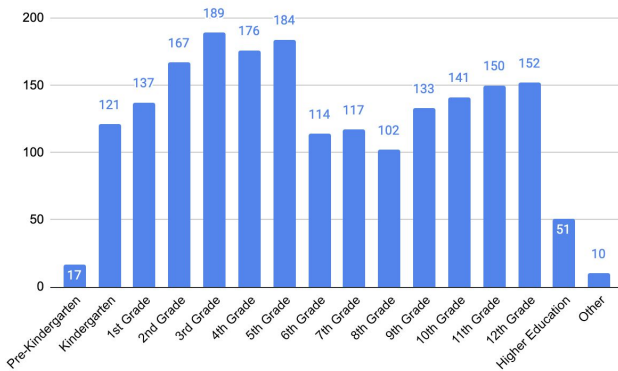
Supporting Social Emotional Learning

<https://bookcreator.com/2019/08/teaching-sel-with-book-creator/>

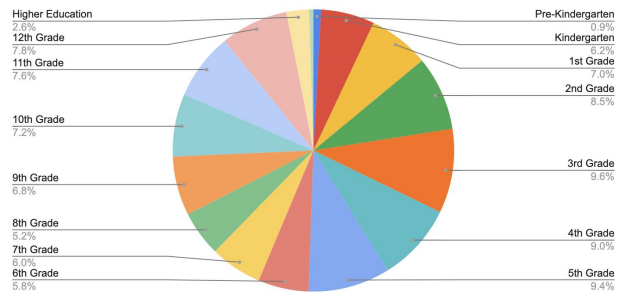
Current Usage at D300

We can see that **994** teachers are already signed up and using the free version of Book Creator and there's been a huge spike in recent usage with kids making **65,000 books!** Below we can see that Book Creator is being used across all grades and subjects.

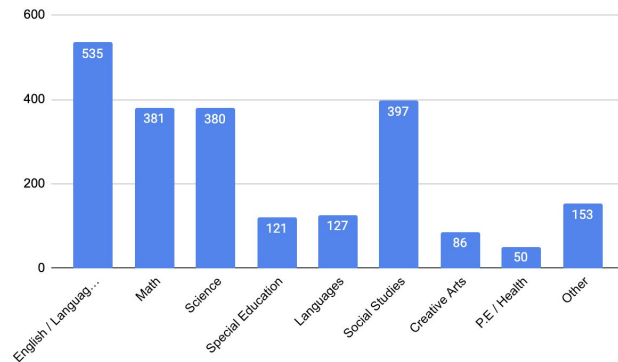
Teachers by grade



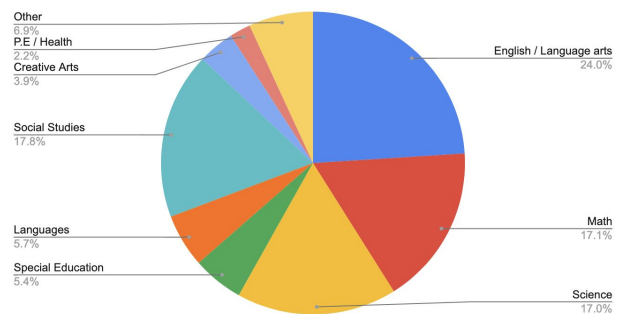
num of Teachers

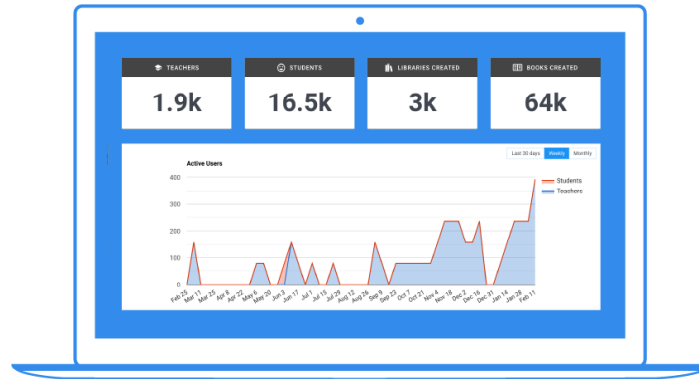


Teachers by subject



Teachers by Subject





District License Features

- **1000 Book Plan for every Teacher** with the ability to create UNLIMITED libraries (with 200 books in each). This will provide the scope for teachers to embed Book Creator across their curriculum and use it for projects, homework, class activities, reports and journals across subject areas.
- The ability to **Create Libraries** gives teachers the flexibility to publish libraries for classes and for individual lesson plans, to share with other teachers, and even with other schools or parents. Teachers also have the option to give students their own libraries to create portfolios of work.
- **Support for Co-Teachers** - this allows multiple teachers to work in the same library and with the same students at the same time. Teachers can work together to support students, share ideas, book templates, and be inspired by each other's work. This also gives Technology Integration teams an oversight of how Book Creator is being used, as well as the ability to easily provide support and coaching.
- **Real-time Collaboration** - students can collaborate on books at the same time across multiple devices, allowing teachers to assign group projects

and team based learning.

- **Full Domain Level Access across the District** - this package allows every teacher across the entire district to be automatically assigned a premium license on registration – and with no additional admin. This removes barriers for teachers and reduces the workload for the technology team.
- **Admin Dashboard to manage your Licenses** - you will have an admin console and be able to monitor how many licenses have been redeemed and which teachers are using.
- **Analytics Dashboard** - providing live student/teacher usage to help administrators track progress of implementation, roll out and see key headlines such as how many books and libraries are being created.
- **Custom Professional Development** - with 850 Book Creator ambassadors on hand and comprehensive implementation guides and support materials, we will work with you to create a clear and thorough plan to ensure that every teacher can make best use of the application; and really embed and integrate the tool into their curriculum. Not only that, but our package is designed to help teachers develop their digital skill set, and help build confidence in utilising technology in the classroom.
- **Account Management** - you'll be assigned a dedicated Book Creator Account Manager who will schedule regular catch-ups to discuss how the application is being used, and your ongoing support needs. You'll also be given periodic reports on activity – enabling you to monitor progress, and reach out to any teachers who are not engaging or need extra help.

Pricing

We will include all PD support, implementation and set-up at no additional charge. If package is purchased across district, we will include full domain level systems integration, so that every teacher in the school has a license automatically assigned.

Item	Volume	Standard cost per unit	Total (USD)
Book Creator 1000 book premium license 12 month subscription	300	\$120	\$36,000
50% volume discount			-\$18,000
Additional teachers			No extra charge
Full Professional development support incl. bespoke Webinar training sessions with ongoing account management and tools to engage teachers across the district			Included at no extra cost
Full systems integration giving domain level access to every teacher in the district			Included at no extra cost
Total USD			\$18,000

Resources and links

Find some useful resources below plus more on [our website](#):

[Attend a Webinar](#)

[New Features \(2020\)](#)

[Guidance for Home Learning](#)

[The Big Book Creator Activity Book](#)

[50 ways to use Book Creator in the Classroom](#)

[ELA ideas](#)

[Social Studies ideas](#)

[Math ideas](#)

[Science ideas](#)

[Case Study: Ottawa Catholic School Board](#)

[Learning language ideas](#)

[Book Creator for Differentiated Learning](#)

[15 Activities to Enhance Literacy](#)

[The Big Picture book](#)

[Using Book Creator in the classroom library](#)

[Supporting Language Learners](#)

[Customizable PD Template](#)

With the new library publishing feature, teachers will have the ability to showcase children's work to parents, other teachers and future cohorts of children.

See some examples below:

- [Books made by Elementary / Primary students](#) (age 5-9)
- [Books made by Middle School students](#) (age 10-12)
- [Books made by High School students](#) (age 13-18)
- [English / Language Arts books](#)
- [Social studies books](#)
- [Examples from Write Our World](#) (bilingual books made by kids)

You can sort through thousands of cases, guides and resources [here](#) and let me know if you'd like any more detail or to be put in touch with an administrator,

technology coach or teacher who are currently using Book Creator to share their experience.

Privacy

Book Creator has achieved full certification from

iKeepSafe.org of compliance with COPPA, FERPA, California Education Code 49073.1 and SOPIPA. This is the most secure level of certification available for educational technology products. Read our [full Privacy Policy here](#).



EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and [Sunnybrook School Di] ("Originating LEA") which is dated [2/10/2021], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statuses; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: sales@bookcreator.com.

ools for Schools, Inc

BY: T.W. Leggett Date: 02/10/2021

Printed Name: Thom Leggett Title/Position: VP Engineering

2. Subscribing LEA

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

BY: Susan Harkin Date: 04/28/2021
A3BB358670FE4AD718B86C5B0A2FAD86 contractworks

Printed Name: Susan Harkin Title/Position: Chief Operating Officer

SCHOOL DISTRICT NAME: Community Unit School District 300

DESIGNATED REPRESENTATIVE OF LEA:

Name: Jason Emricson

Title: Executive Director of Techology & Operations

Address: 2550 Harnish Drive, Algonquin, IL 60102

Telephone Number: 847-551-8337

Email: jason.emricson@d300.org



BOOK CREATOR

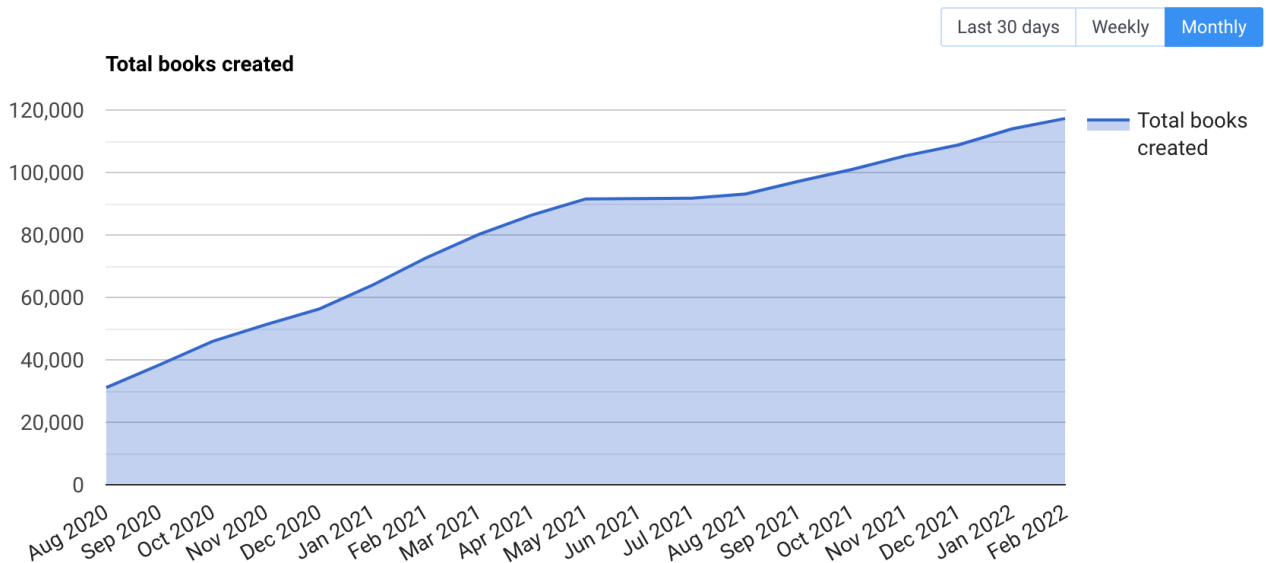
Renewal Quote



DISTRICT 300

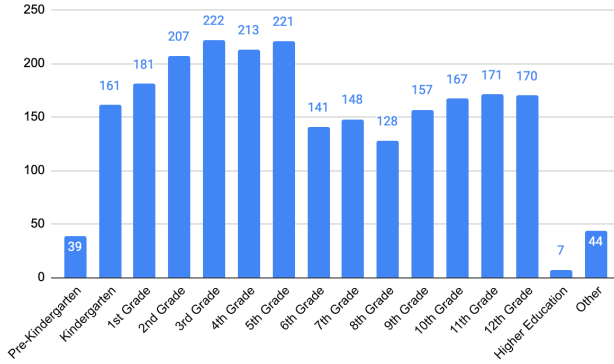
Book Creator Usage at District 300

We can see that **1,082** teachers are signed up and using Book Creator with **over 14,400 students** making **over 117,700 books!**

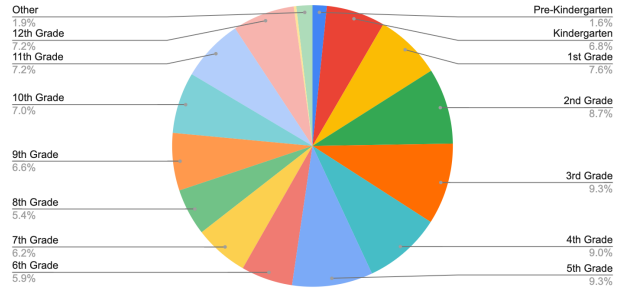


Below we can see that Book Creator is being used across all grades and subjects.

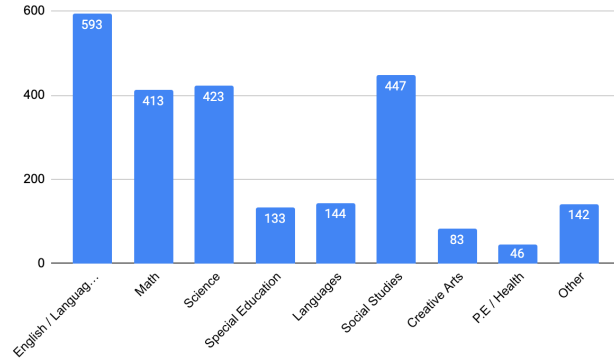
Teachers by grade



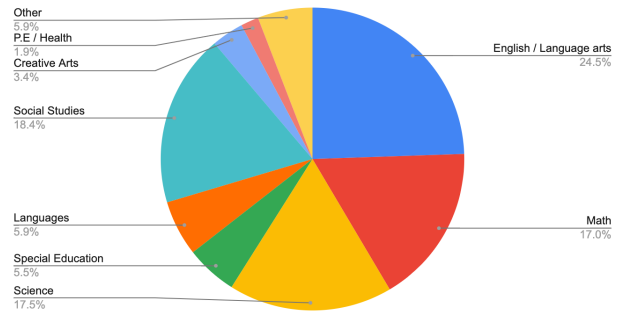
num of Teachers



Teachers by subject



Teachers by Subject





New Features

- **Build With Templates** Now, when you go into Book Creator and click the 'New Book' button, you'll see a new option to toggle between blank books and templates. Choose the one you want, and then add new pages from the template page picker!
- **The Noun Project** - [The Noun Project](#) is the most comprehensive collection of icons in the world, with over 3 million beautifully crafted icons grouped together in easy to search sets. These are all now available in Book Creator's premium version!
- **HEX Code Color Picker** gives teachers the ability to make text, shapes and more the exact color of their choice. No more guessing or getting color "close" will be needed.
- **Shapes** - Shapes are a great way to kick off learning for younger students, and offer a creative constraint for older students. Plus they're useful for teaching mathematics with Book Creator. We thought we'd help out by updating our range of available shapes to include pentagons, hexagons, septagons and octagons, badges, hearts, and more arrows. You can also rotate images now!

- **Custom Professional Development** - with 850 Book Creator ambassadors on hand and comprehensive implementation guides and support materials, we will work with you to create a clear and thorough plan to ensure that every teacher can make best use of the application; and really embed and integrate the tool into their curriculum. Not only that, but our package is designed to help teachers develop their digital skill set, and help build confidence in utilizing technology in the classroom.

- **App Store** - You now have access to amazing educational and engaging apps right within Book Creator! These include; Bitmoji, animated Emojis, Sketchfab, Google Drive & Maps, Giphy, Canva, and Feedback Sticker Packs. Stay tuned for more to come!

Pricing

Item	Volume	Standard cost per unit	Total (USD)
Book Creator 1000 book premium license 12-month subscription	1500	\$120	\$180,000
75% volume discount			-\$135,000
Full Professional development support incl. bespoke Webinar training sessions with ongoing account management and tools to engage teachers across the district	In-person & webinar sessions		Included at no extra cost
Full systems integration giving domain-level access to every teacher in the district			Included at no extra cost
Total USD			\$45,000
2022-2023 Pricing <i>Discount \$18,000</i>			\$27,000
2023-2024 Pricing <i>Discount \$9,000</i>			\$36,000
2024-2025 Pricing			\$45,000

Privacy

Book Creator has achieved full certification from iKeepSafe.org of compliance with COPPA, FERPA, California Education Code 49073.1 and SOPIPA. This is the most secure level of certification available for educational technology products. Read our [full Privacy Policy here](#).





Community Unit School District 300

2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102

Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

March 18, 2022

Andrea Thompson
BrainPOP LLC
71 W. 23rd St., 17th Floor
New York, NY 10010

Via email: andreat@brainpop.com

Contract Renewal: School Combo 24/7 and School Jr 24/7

Dear Ms. Thompson,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 7/1/2022 – 6/30/2023. On April 27, 2021 the Board of Education originally approved a contract with BrainPOP LLC for School Combo 24/7 for 25 schools and School Jr 24/7 for 1 School. This contract is attached.

In August of 2022, District 300 is opening Big Timber Elementary School in Hampshire, Illinois. The expected enrollment will be 400 students. We will be serving 27 schools in total. Please provide pricing for the addition of this school to the contract.

If your firm agrees to the pricing as shown plus the cost to service Big Timber Elementary School, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C. White

8375D43E716D90C09E2DBCBD5C76FBD7

contractworks.

2022-03-25

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Service Provider



Quote

Date	Quote #
02/16/2022	US5191972147R

Payment Status
Open

Bill To Attention

Accounts Payable
Community Unit School District #300
2550 Hamish Drive
Algonquin IL 60102
United States

Username	E-mail
	anne.pasco@d300.org

Item	Type	Qty	Description	Rate	Amount
School Combo 24/7	Renewal	21	Unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr. Also includes access to BrainPOP Espanol and Francais.	3,515.00	73,815.00
Multi-Site Discount (21-30)			20% discount for an order of 21-30 schools.	% -20.00	-14,763.00
Manager Discount 2022			Special one-time discount approved by the Sales Team Manager, not eligible upon renewal	% -18.00	-13,286.70
Reference		1	Subscriptions for the following schools: 1. Algonquin Lakes Elementary 2. Dundee Elementary 3. Eastview Elementary 4. Gary D Wright 5. Gilberts Elementary 6. Golfview Elementary 7. Hampshire Elementary 8. Kenneth E. Elementary 9. Lake In The Hills 10. Lakewood 11. Liberty Elementary 12. Lincoln Prairie 13. Meadowdale Elementary 14. Oak Ridge 15. Parkview Elementary 16. Perry Elementary 17. Sleepy Hollow Elementary 18. Westfield Community 19. Jacob HS 20. Hampshire HS 21. Dundee HS		

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: _____ Authorized Signature: _____

Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Remit to: BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax: 866-867-6629
Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com



Quote

Date	Quote #
02/16/2022	US5191972147R

Item	Type	Qty	Description	Rate	Amount
School Combo 24/7	Renewal	4	Unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr. Also includes access to BrainPOP Espanol and Francais.	3,515.00	14,060.00
Multi-Site Discount (21-30) Manager Discount 2022			20% discount for an order of 21-30 schools.	% -20.00	-2,812.00
Reference	Renewal	1	Special one-time discount approved by the Sales Team Manager, not eligible upon renewal	% -15.00	-2,109.00
Reference		1	Subscriptions for the following schools: 1. Algonquin MS 2. Carpentersville MS 3. Dundee MS 4. Hampshire MS		
School Combo 24/7		1	BrainPOP ESP + FRA to be included in the 4 middle schools Unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr. Also includes access to BrainPOP Español and Français.	3,515.00	3,515.00
Multi-Site Discount (21-30) Manager Discount 2022			20% discount for an order of 21-30 schools.	% -20.00	-703.00
Reference		1	Special one-time discount approved by the Sales Team Manager, not eligible upon renewal	% -18.00	-632.70
Reference		1	New Elementary School, please confirm name		
School JR 24/7	Renewal	1	Unlimited 12-month access to hundreds of standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP Jr.	2,155.00	2,155.00
Discount for Complimentary Access School ELL			Complimentary Access for Delacey Family Education Center	% -100.00	-2,155.00
Multi-Product Discount	Renewal	1	Unlimited 12-month access to all WIDA-aligned BrainPOP ELL lessons to build language skills.	1,295.00	1,295.00
Multi-Site Discount (11-20) Reference			25% multi-product discount. Valid on BrainPOP ELL and BrainPOP Science when purchased in conjunction with a BrainPOP, BrainPOP Jr., or Combo subscription.	% -25.00	-323.75
Reference		1	15% discount for an order of 11 to 20 schools.	% -15.00	-194.25
			ELL access for Golfview Elementary		
Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription.				Total	\$57,860.60

Name: _____ Authorized Signature: _____
 Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Remit to: BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax: 866-867-6629
 Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com



Quote

Date	Quote #
02/08/2021	US5191921040R

Payment Status
Open

Bill To Attention
Accounts Payable Community Unit School District #300 2550 Hamish Drive Algonquin IL 60102 United States

Username	E-mail
	anne.pasco@d300.org

Item	Type	Qty	Description	Rate	Amount
School Combo 24/7	Renewal	21	Unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr.	2,950.00	61,950.00
Reference		1	Subscriptions for: Algonquin Lakes Elementary, Dundee Elementary, Eastview Elementary, Gary D Wright, Gilberts Elementary, Golfview Elementary, Hampshire Elementary, Kenneth E. Elementary, Lake In The Hills, Lakewood, Liberty Elementary, Lincoln Prairie, Meadowdale Elementary, Oak Ridge, Parkview Elementary, Perry Elementary, Sleepy Hollow Elementary, Westfield Community, Jacob HS, Hampshire HS, and Dundee HS		
School Combo 24/7		4	Unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr.	2,950.00	11,800.00
Reference		1	Subscriptions for: Algonquin MS, Carperntersville MS, Dundee MS, and Hampshire MS- by making it a Combo, middle schools will have access to BrainPOP ESP and FRA		
School JR 24/7	Renewal	1	Unlimited 12-month access to hundreds of standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP Jr.	1,795.00	1,795.00
Discount for Complimentary Access			Complimentary Access for Delacey Family Education Center	-1,795.00	-1,795.00
School ELL	Renewal	1	Unlimited 12-month access to all WIDA-aligned BrainPOP ELL lessons to build language skills.	795.00	795.00
Reference		1	ELL subscription for Golfview Elementary		
Subtotal					74,545.00

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: _____ Authorized Signature: _____

Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Remit to: BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax: 866-867-6629
Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com



Quote

Date	Quote #
02/08/2021	US5191921040R

Item	Type	Qty	Description	Rate	Amount
Multi-Site Discount (21-30)			20% discount for an order of 21-30 schools.	% -20.00	-14,909.00
Subtotal					59,636.00
10% Discount			One-time added discount to assist district within funds	% -10.00	-5,963.60
Reference		1	BrainPOP ESP + FRA to be added to the following middle schools: Algonquin MS, Carperntersville MS, Dundee MS, and Hampshire MS		
Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription.				Total	\$53,672.40

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: **Susan Harkin** Authorized Signature: Susan Harkin

Title: **COO** Date: _____ A3BB358670FE4AD718B86C5B0A2FAD86 contractworks.

*Please include any applicable tax exemption certificates for the school/district along with your order. **04/28/2021**

Remit to: BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax: 866-867-6629
Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com

**Community Unit School District 300
and Brain Pop
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between **Community Unit School District 300** (the "School District") and **BrainPOP LLC** (the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the Terms of Use and Privacy Policy as posted on www.brainpop.com, as updated from time to time (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement only as it applies to the subscription. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect. All other terms of the Agreement shall apply.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.
- School District Data shall not include de-identified or anonymous and aggregate information

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District: BrainPOP, BrainPOP Jr, BrainPOP ELL, BrainPOP Francais, and/or BrainPOP Espanol

[Complete Appendix A.]

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide Student Data to the Company as identified in Exhibit "B".

[Complete Exhibit B.]

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.

4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District or be made available at all times through the administrator dashboard. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:

4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by the Agreement, FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court

order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District. Notwithstanding the foregoing, Company may provide Student District Data to business affiliates, partners and third party service providers ("Third Party Provider") who work for Company and operate some of its functionalities. Company may use teacher email address to send product updates and use recommendations, password recovery information, effectiveness and efficacy data, invitations to participate in surveys and research and more. An unsubscribe option is included in promotional messagings. Company shall prohibit the Third Party Provider from using any Student District Data for any purpose other than providing the contracted service to or on behalf of BrainPOP and the School District, and from disclosing any School District Data with subsequent third parties. Company shall further require the Third Party Provider to implement and maintain reasonable security procedures and practices.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.3.4 Company will retain, use and share anonymous or aggregate and de-identified information for lawfully permissible purposes, including developing and improving educational products and services, educational research purposes, evaluating, informing and demonstrating the effectiveness and efficacy of Company's products and services.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by Company's policies and relevant law. The Company shall be responsible for the legal compliance of each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take reasonable administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.

5.1.1 Security Procedures and Practices. The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with industry standards and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

5.1.2 Storage of Data. The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.

5.1.3 Audit of Safeguards. The Company shall maintain complete and accurate records of its security measures for School District Data and produce third party audit reports s to the School District upon reasonable request. School District's right to audit is limited to no more than once per year and applies only to financial books, records and documents directly related to the School District.

5.1.4 Reasonable Methods. The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law.

5.2 Privacy Policy. The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Company shall notify School Distict of any material changes 30 days prior of such matieral change. School District can terminate the subscription and wil receive a pro-rated refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. Access by students or parents/guardians to the Company's programs or services governed by this Addendum and District's subscription or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

5.3 Data Return/Destruction. Within 30 days of the expiration of the term of the applicable subscription, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company shall delete the School District Data. District is in full control over the School District Data at all times through the administrator dashboard. Prior to the end of the subscription, District can export or delete the School District Data at any time. Once deleted by the School District, the Schol District Data will be purged from Company's servers within 2 weeks. If the School District Data is not deleted by District, it will be deleted by Company within 3 months following the termination or expiration of the subscription. . The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School

District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. T

5.4 *Authorizations.* N/A

5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.

5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time reasonably possible and without unreasonable delay, but no later than 72 hours after the determination that an actual breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, and review of all relevant records directly related to the School District; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than thirty (30) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. Company will not directly notify parents or students. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all direct costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of reasonable costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; reasonable legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers of students, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section 6.1.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

Service Levels. The Company's products or services are provided 24 hours per day, 7 days per week.

7.1 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.

7.2 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage directly caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum. The indemnities set forth herein shall be limited to the amounts covered by insurance and subject to the following: School District shall provide Company with (a) prompt written notice of such claim; (b) the right to solely control and direct the investigation, preparation, defense and settlement thereof, and (c) reasonable assistance and information.

7.3 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:

- 7.3.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;
- 7.3.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
- 7.3.3 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
- 7.3.4 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease - Each Employee; \$1,000,000 - Policy Limit; and
- 7.3.5 Umbrella liability insurance with a minimum combined single limit of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.4 *Infringement.* The Company warrants to the best of its knowledge that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. The indemnities set forth herein shall be limited to the amounts covered by insurance and subject to the following: School District shall provide Company with (a) prompt written notice of such claim; (b) the right to solely control and direct the investigation, preparation, defense and settlement thereof, and (c) reasonable assistance and information. If the School District's use of the Company's

products is restricted as the result of a claim of infringement, the Company shall provide a pro-rated refund of any prepaid fees to the School District and terminate the School District's license to use the Company's product.

- 7.5 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Except for the liability for claims related to Company's indemnification obligations under this Addendum, in no event shall Company's total maximum aggregate liability under these terms exceed the amount actually paid, if any, to Company, by the injured party. Further, any provisions requiring the School District to release its class action rights is deleted.
- 7.6 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.7 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 7.8 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
- 7.9 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.10 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.11 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum. Only if the School District agrees to such redaction prior to the

execution of the Agreement and this Addendum shall the redaction be made prior to publication.

- 7.12 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties. Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.
- 7.13 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.14 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice.
- 7.15 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.16 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

Appendix "A"

Insert a brief description. "*Nature of Products or Services Provided.* The Company has agreed to provide the School District the products and/or services outlined below:

BrainPOP, BrainPOP Jr, BrainPOP ELL, BrainPOP Espanol, BrainPOP Francais

Exhibit "B"
SCHOOL DISTRICT DATA PROVIDED

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

	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>

	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data-Please specify:	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>

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e	No Student Data collected at this time. Provider will immediately notify D300 if this designation is no longer applicable.	<input type="checkbox"/>

OTHER:

What Type Of Information Do We Collect And Why?

Education Product Subscribers:

Information collected during the subscription process: During the registration process for any of our subscriptions, we ask the subscriber to provide us with a name, email address, school or district affiliation (when applicable), phone number, and billing information. We may also ask you to provide username and password. We use the information to create and service the account, fulfill the subscription and send you service-related announcements. For instance, we may send emails about routine maintenance, new feature launches or product recommendations related to your subscription. We may also use this contact information to request feedback on our products and services, to inform future customer service and product improvements. If you are registering for a free trial, we will use the information to create a free trial account and to send occasional promotional emails and other marketing campaigns. You may opt out of promotional email messaging at any time as described in the Opt Out section below.

BrainPOP At Schools:

Whether engaging with BrainPOP through a free trial or a paid subscription, schools or districts are required to appoint an administrator (“Administrator”), who is authorized by the school or the district to be responsible for the Students Records.

Each school or district Administrator has access to a dashboard that allows them to create, update, review, modify and delete individual accounts, and monitor logins within the individual accounts.

To create the teacher accounts, we require a full name, email address, class name, and a password security question. We also use the email address to send product updates and use recommendations, password recovery information, effectiveness and efficacy data, invitations to

participate in surveys and research and more (messaging may not be available in all jurisdictions). An unsubscribe option is included in promotional messaging.

If a school or district uses and accesses individual accounts through any of the single sign on services that we support, we collect the information we use for the individual accounts function from the third party integrated service.

Students:

Students accounts can be created by the school, the district, or by the teachers, or the teacher can invite the students to create the accounts using a class code provided by the teacher. We collect students' full name, class, graduation year/grade, username, password and security question(s). Students will be able to store their activities, quizzes, movies and other projects they've created and correspondences with their teachers within their individual accounts. We collect student's voice-recording if they use the recording feature in Make-a-Movie®.

For more information please see https://www.brainpop.com/about/privacy_policy/

BrainPOP LLC

W. Scott Kirkpatrick

Signature

d-\Stilit t /ccpafricr J:(

Name

CEO

Title

3/2/2021

Date

**Community Unit School District
300**

Susan Harkin

A3BB3586 70FE4D718B86C5B2FAD86

contract works.

Signature

Susan Harkin

Chief Operating Officer

04/28/2021

Date



Community Unit School District

Community Unit School District 300

2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102

Diane C. White, Director of Purchasing

PHONE: 847-551-8460 • FAX: 847-551-8463

March 18, 2022

Kevin Sawyer
EBSCO
10 Estes St.
Ipswich, MA 01938

Via email: kevin.sawyer@ebSCO.com

Contract Renewal: EBSCO Package

Dear Mr. Kevin Sawyer,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 7/1/2022 – 6/30/2023. On April 27, 2021 the Board of Education originally approved a contract with EBSCO for EBSCO Package for 26 Schools. This contract is attached.

In August of 2022, District 300 is opening Big Timber Elementary School in Hampshire, Illinois. The expected enrollment will be 400 students. We will be serving 27 schools in total. Please provide pricing for the addition of this school to the contract.

If your firm agrees to the pricing as shown plus the cost to service Big Timber Elementary School, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C. White

8375D43E716D90C09E2DBCBD5C76FBD7

contractworks.

03/21/2022

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Kevin Sawyer

6FF7B39217D10E99E2BB734DE5874786

contractworks.

03/21/2022

Service Provider

Kevin Sawyer

Account Representative



Product Order Form

CustID:	s9480221
OrderID:	WSR685899
Date:	02/07/2022

10 Estes Street
P.O. Box 682
Ipswich, MA 01938
USA
www.ebsco.com

(978) 356-6500
(800) 653-2726
Fax: (978) 356-5640
information@epnet.com

Purchasing Customer

COMMUNITY UNIT SCHOOL DISTRICT 300
2550 HARNISH DRIVE
ALGONQUIN, IL, 60102
USA

Billing Address

COMMUNITY UNIT SCHOOL DIST 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL, 60102
USA

Contact:

Traci Magsamen
traci.magsamen@d300.org

Your invoice will be sent to:

Traci Magsamen
traci.magsamen@d300.org

Product Name	Begin Date	Expire Date	Price
EBSCO Package			\$8,917.00
Advanced Placement Source	07/01/2022	06/30/2023	
Primary Search Reference eBook Subscription	07/01/2022	06/30/2023	
Primary Online Package : HOST	07/01/2022	06/30/2023	
Middle Online Package : HOST	07/01/2022	06/30/2023	
Ultra Online Package: K-12	07/01/2022	06/30/2023	
Middle Search Reference eBook Subscription	07/01/2022	06/30/2023	
MAS Reference eBook Subscription	07/01/2022	06/30/2023	

Total: \$8,917.00
The above excludes all applicable tax
Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

Terms and Conditions

Customer agrees to terms and conditions of the appropriate license agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement.

Authorized Signature: _____

Date: _____

Print Name: _____

Title: _____

Please sign, scan and email this form to: KEVIN SAWYER at kevin.sawyer@ebsco.com

Thank you for your business!

If unable to scan, please fax to: 978-356-5640



Product Order Form

CustID:	s9480221
OrderID:	WSR594896
Date:	03/19/2021

10 Estes Street
P.O. Box 682
Ipswich, MA 01938
USA
www.ebsco.com

(978) 356-6500
(800) 653-2726
Fax: (978) 356-5640
information@epnet.com

Purchasing Customer
COMMUNITY UNIT SD 300
2550 HARNISH DRIVE
ALGONQUIN, IL, 60102
USA

Billing Address
COMMUNITY UNIT SCHOOL DIST 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL, 60102
USA

Contact:
Traci Magsamen
traci.magsamen@d300.org

Your invoice will be sent to:
Traci Magsamen
traci.magsamen@d300.org

Product Name	Begin Date	Expire Date	Price
EBSCO Package			\$8,489.00
Advanced Placement Source	07/01/2021	06/30/2022	
Primary Online Package : HOST	07/01/2021	06/30/2022	
Primary Search Reference eBook Subscription	07/01/2021	06/30/2022	
Middle Online Package : HOST	07/01/2021	06/30/2022	
Ultra Online Package: K-12	07/01/2021	06/30/2022	
Middle Search Reference eBook Subscription	07/01/2021	06/30/2022	
MAS Reference eBook Subscription	07/01/2021	06/30/2022	

Total: \$8,489.00
The above excludes all applicable tax
Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

Terms and Conditions

Customer agrees to terms and conditions of the appropriate license agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement.

Susan Harkin

Authorized Signature: A3BB358670FE4AD718B86C5B0A2FAD86 contractworks

Date: 04/28/2021

Print Name: Susan Harkin

Title: Chief Operating Officer


Please sign, scan and email this form to: KEVIN SAWYER at kevin.sawyer@ebsco.com

Thank you for your business!

If unable to scan, please fax to: 978-356-5640



**Community Unit School District 300
and EBSCO
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between **Community Unit School District 300** (the "School District") and **EBSCO** (the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement, which include without limitation, the EBSCO Product Order Form,  EBSCO, including attachments, and the Library eContent Agreement ("Agreement"). This Addendum supersedes the Agreement from, and modifying the Agreement. To the extent any provision results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

Mollie Belli
2021-02-23 18:46:00

Edits made to reference specific agreements
that conflicts with this
no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

[Complete Appendix A.]

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide Student Data to the Company as identified in Exhibit "B".

[Complete Exhibit B.]



service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 **FERPA Requirements.** With respect to the disclosure, or use of School District Data as governed by the Company’s collection, disclosure, or use of any data, it shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District or educational institutions, or otherwise for the benefit of the school. The Company will not use the School District Data for any purpose other than the School District’s purpose. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District’s students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District’s purpose, including any other commercial purpose.

Mollie Belli
2021-03-05 18:48:00
Added back back
necessary
back

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.



- 5.1.1 *Security Procedures and Practices.* The Company agrees that it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that align with the U.S. Department of Commerce’s National Institute of Standards and Technology’s Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.
- 5.1.2 *Storage of Data.* The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company’s own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.
- 5.1.3 *Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School District Data and, upon reasonable request, not to exceed once annually, produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. .
- 5.1.4 *Reasonable Methods.* The Company agrees to use “reasonable methods” to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.
- 5.2 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any material changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company’s programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.
- 5.3 *Data Return/Destruction.* Upon written request, whether upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed



for purposes of the Agreement, or otherwise upon the School District’s request, the Company covenants and agrees that it shall timely return to the School District all School District Data in the Company’s possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within ~~30~~ days of receipt of written return/destruction (e.g., within 30 days of the termination of the Agreement or within 30 days of the School District’s request or notification that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this Section 5.3 is if the Company has express written consent from a student’s parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this Section 5.3 written evidence of parental/guardian consent for any data maintained.

Mollie Belli

2021-03-05 18:48:00

Sure, changed back to 30. back to 30. 60 days

5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.

5.5 *Data Breach.* For purposes of this section, “data breach” means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.

5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 72 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company’s primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact



at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Except as otherwise provided herein, use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. Notwithstanding the above, the Company may retain aggregated, anonymized data solely to improve products over time. Any retained data is not personally identifiable, securely protected and is not sold or shared with any third party, unless required by law.

6.1.3 "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.4 Sell or rent a student's information, including covered information. This *Section 6.1.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its



successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator’s site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

7.1 *Service Levels.* The Company’s products or services are provided 24 hours per day, 7 days per week. The Company shall ensure 99.9% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time (“Up-time”), excluding any planned maintenance. This equates to n per year of unplanned Downtime. In the event that th hours of unavailability, any subsequent incident of unpl would result in EBSCO extending the customer’s subs incident. No more than one day of subscription extensi any amount of Downtime incurred in a 24-hour period.

Mollie Belli

2021-02-23 19:04:00

This needs to be approved by Sales. Immediate termination for less than 99% up-time.

7.2 *Harmful Code.* Using a recent version of a reputable vir (to the extent commercially available), Company will check systems used by Company to deliver the products or District for any harmful code, including, without limitati or similar harmful code, and will use commercially eliminate any such harmful code that the Company dis

Mollie Belli

2021-03-05 18:49:00

Warranty language can be found in Section II of the EBSCO License Agreement and Section D of the eContent Agreement.

7.3 *Indemnification.* The Company agrees to indemnify, defend the School District and its officers, directors, employees, assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.

7.4 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:

7.4.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;



- 7.4.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
- 7.4.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);
- 7.4.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
- 7.4.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease - Each Employee; \$1,000,000 - Policy Limit; and
- 7.4.6 Umbrella liability insurance with a minimum combined single limit of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All applicable policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.5 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark,



trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.

- 7.6 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 7.8 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.
- 7.7 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.8 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 7.9 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
- 7.10 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.



- 7.11 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.12 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum. Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.
- Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.13 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.14 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum, and the Company has failed to cure the alleged breach within thirty (30) days.
- 7.15 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.16 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.



Appendix "A"

Insert a brief description. "Nature of Products or Services Provided. The Company has agreed to provide the School District the products and/or services outlined below:

- 1.** Ultra Online Package - Consisting of six databases, this package offers a superior collection of full-text reference resources for secondary schools. The databases are designed to promote both student and educator success.
- 2.** Middle Online Package - Consisting of six databases, this collection offers the most complete collection of full-text reference resources available for middle schools. The databases are designed to promote both student and educator success.
- 3.** Primary Online Package – Consisting of four databases, help students and educators achieve success with EBSCO's *Primary Online Package*, the most complete collection of full-text reference resources for elementary schools.
- 4.** Advanced Placement Source - *Advanced Placement Source* is a database designed for high school students enrolled in various Advanced Placement (AP) and International Baccalaureate (IB) courses. Offering a world of knowledge for students seeking academic excellence, it contains thousands of full-text journals and magazines, plus over a million photos, maps and flags.



Exhibit "B"
SCHOOL DISTRICT DATA PROVIDED

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application Data deidentified. Journal / Title level information only in compliance with COUNTER5 Standard (ProjectCounter.Org)	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>



	Student grade level	<input type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email (over 13 years old)	<input checked="" type="checkbox"/>



	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>



Other

Please list each additional data element used, stored, or collected by your application:



None	No Student Data collected at this time. Provider will immediately notify D300 if this designation is no longer applicable.	<input type="checkbox"/>



EBSCO

Alex Saltzman

98C0411BEDFF8C90CB8C6AF4C262E6B9 contractworks.

Signature

Alex Saltzman

Name

SVP Sales

Title

05/04/2021

Date

Community Unit School District 300

Susan Harkin

A3BB358670FE4AD718B86C5B0A2EAD86 contractworks.

Signature

Susan Harkin

Chief Operating Officer

04/28/2021

Date



Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

March 25, 2022

Ramtin
EdClub Inc.
1701 Pennsylvania Ave. NW, Suite 300
Washington, DC 20006

Via email: ramtin@edclub.com; mohsen@edclub.com; support@typingclub.com

Contract Renewal: Typing Club Student Licenses

Dear Ramtin,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 7/1/2022 – 6/30/2024; two years. On April 27, 2021 the Board of Education originally approved a contract with EdClub Inc. for Typing Club Student Licenses for 26 Schools. This contract is attached.

Note that the quantity of 8,200 licenses as noted on the quote number 432964 should be adequate. District 300 is opening Big Timber Elementary School in Hampshire, Illinois in August of 2022. The 400 students at the new school will be migrating there as a consequence of boundary changes and does not constitute the addition of students new to the District.

If your firm agrees to the pricing as shown, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C. White

8375D43E716D90C09E2DBCBD5C76FBD7

contractworks.

2022-03-25

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Ramtin Kiany

3E90942B8490A3E4AFF3AA095A141680

contractworks.

2022-03-25

Service Provider

Ramtin Kiany

President



QUOTE

Customer:
 Community Unit School District
 300
 Linda Kent
 2550 Harnish Dr
 Algonquin, IL 60102
 Phone: 847-551-8342

EdClub Inc.
 1701 Pennsylvania Ave.
 NW, Suite 200
 Washington, DC 20006

Phone: 202-609-9919
Fax: 240-772-5885
Email: billing@edclub.com

Quote Number:
 #432964

Quote Date:
 Feb. 1, 2022

Expiration Date:
 March 3, 2022

Description	Qty	Unit Price	Amount
TypingClub student licenses for 2 years	8,200	\$3.50 (per student)	\$25,830.00
Subtotal:			\$28,700.00
10% Discount:			(\$2,870.00)
Tax			\$0.00
Total USD:			\$25,830.00

Above information is not an invoice and only an estimate of items described above. Please confirm your acceptance of this quote by submitting a PO via fax, email or mail:

EdClub Inc.
 1701 Pennsylvania Ave. NW, Suite 200
 Washington, DC 20006
 Phone: 202-609-9919
 Fax: 240-772-5885
 E-mail: billing@edclub.com

Our Federal Tax ID# is 46-4621246
 Our W-9 form is available under the billing section of your account as well as the following URL <http://static.typingclub.com/m/W-9.pdf>

Customer:
Community Unit School District
300
Linda Kent
2550 Harnish Dr
Algonquin, IL 60102
Phone: 847-551-8342
Email: linda.kent@d300.org

EdClub Inc.
1701 Pennsylvania Ave.
NW, Suite 300
Washington, DC 20006

Phone: 202-609-9919
Fax: 240-772-5885
E-mail: billing@edclub.com

Quote Number:
#356278

Quote Date:
Jan. 15, 2020

Expiration Date:
Feb. 13, 2020

Description	Qty	Unit Price	Amount
Student Licenses for 2 years	8,200	\$2.92 (per student)	\$23,944.00
Subtotal:			\$23,944.00
10% Discount:			\$2,394.40
Tax:			\$0.00
Total USD:			\$21,549.60

Above information is not an invoice and only an estimate of items described above. Please confirm your acceptance of this quote by submitting a PO via fax, email or mail:

EdClub Inc.
1701 Pennsylvania Ave. NW, Suite 300
Washington, DC 20006
Phone: 202-609-9919
Fax: 240-772-5885
E-mail: billing@edclub.com

Our Federal Tax ID# is 46-4621246
Our W-9 form is available under the billing section of your account as well as the following URL <http://static.typingclub.com/m/W-9.pdf>

**Community Unit School District 300
Addendum to Agreement with Typing Club -
EdClub**

The provisions of this Addendum amend the Typing Club - EdClub General Terms and Conditions (the "Agreement") between the Board of Education of Community Unit School District No. 300, Kane, McHenry, Cook, and DeKalb Counties, Illinois ("School District") and Typing Club - EdClub, a Washington, DC corporation ("Company"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and the term(s) of the Agreement that conflict(s) with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

1. Covered Data

As used in this Addendum, "School District data" means any data or information collected, maintained, generated, or inferred that alone or in combination personally identifies an individual student or the student's parent or family, in accordance with the Family Educational Rights and Privacy Act, 34 C.F.R. § 99.3, and the Illinois School Student Records Act, 105 ILCS 10/2 and other non-public information, including student data, metadata, and user content. School District data does not include data that has been de-identified. Data will be considered "de-identified" if the Company (1) takes reasonable steps to ensure that data cannot reasonably be used to identify a specific individual by completely removing personal identifiers from the data and storing such personal identifiers separately; (2) contractually commits not to attempt to re-identify the data; and (3) contractually prohibits any third-party recipients from attempting to re-identify the data. The Company will use such data as described in its privacy policy..

2. Compliance with State and Federal Law

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 ("FERPA") and the Illinois School Student Records Act (ISSRA), 105 ILCS 10/1 et seq. & 23 IAC 375.

The Company acknowledges for the purposes of this Addendum that it will be designated as a "school official" with "legitimate educational interests" in the School District data, as those terms have been defined under FERPA and ISSRA and their implementing regulations.

To the extent that the Company's collection, use or disclosure of personal information from students is governed by the Children's Online Privacy Protection Act ("COPPA"), the Company agrees that the Company's use of the School District data will be solely for the benefit of the School District's students and for the school system, and that the operator will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

With respect to the Company's collection, disclosure, or use of School District data as governed by the Protection of Pupil Rights Amendment ("PPRA"), the Company agrees that such collection, disclosure, or use, and any use of any School District data, shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions.

With respect to any "Covered Information" as defined by the Illinois Student Online Personal Protection Act, the Company agrees to comply with the terms of that Act and refrain from using the Covered Information in any way prohibited by the Act.

With respect to any “Personal Information” as defined by the Illinois Children’s Privacy Protection and Parental Empowerment Act, the Company agrees to comply with the terms of that Act to the extent applicable.

3. Company Obligations:

- 3.1 Uses and Disclosures as Provided in the Agreement.** *The Company may use and disclose the School District data provided by the School District only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. Only the individuals or classes of individuals will have access to the data that need access to the School District data to do the work described in the Agreement. The Company shall ensure that any subcontractors who may have access to School District data are contractually bound to follow the provisions of the Agreement.*
- 3.2 Nondisclosure Except as Provided in the Agreement.** *The Company shall not use or further disclose the School District data except as stated in and explicitly allowed by the Agreement and state and federal law. The Company does not have permission to re-disclose School District data to a third party except as provided for in this Addendum, as required by law, or as authorized in writing by the School District.*
- 3.3 Safeguards.** *The Company agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District data. The Company shall ensure that School District data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission. The Company agrees to store and process the School District data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District data will be stored on equipment or systems located within the United States. The Company shall maintain complete and accurate records of these security measures and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right, at a time and in a manner mutually agreed upon by both parties, to perform audits of the Company's storage of School District data at the School District's expenses to ensure compliance with the terms of the Agreement and this Addendum.*
- 3.4 Reasonable Methods.** *The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District data are compliant with state and federal law.*
- 3.5 Privacy Policy.** *The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement or to any School District data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.*
- 3.6 Data Return/Destruction.** *Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, or upon the School District's request, the Company covenants and agrees that it promptly shall deliver to the School District, and shall return to the School District all School District data. If return of the data is not feasible or if*

the School District agrees, then the Company shall destroy the data. School District data must be destroyed in a secure manner. The Company agrees to send a written certificate that the data was properly destroyed or returned within 30 days of the end of the Agreement or within 30 days of the School District's request for destruction. The Company shall destroy School District data in such a manner that it is permanently irretrievable in the normal course of business.

3.7 *Minimum Necessary. The Company attests that the data requested by the Company from the School District for the School District to access the Company's products or services represents the minimum necessary data for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this Addendum will have access to the School District data to perform the work.*

3.8 *Authorizations. When necessary, the Company agrees to secure individual authorizations to maintain or use the School District data in any manner beyond the scope or after the termination of the Agreement.*

3.9 *Data Ownership. The School District is the data owner. The Company does not obtain any right, title, or interest in any of the data furnished by the School District.*

3.10 *Misuse or Unauthorized Release. The Company shall notify the School District as soon as possible upon discovering the misuse or unauthorized release of School District data held by the Company or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.*

3.11 *Data Breach. In the event of a data breach, which means an unauthorized disclosure, access, alteration, or use of School District data or circumstances that could have resulted in such unauthorized disclosure, access, alteration or use, the Company shall promptly institute the following: (1) notify the School District by telephone and email as soon as practicable, but no later than forty-eight hours after the Company becomes aware of the data breach; (2) provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District. The Company shall reimburse and indemnify the School District for any costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including reimbursement of fees paid by the School District related to providing credit monitoring to affected individuals and payment of legal fees, audit costs, fines, and other fees undertaken by the School District because of the security breach.*

3.12 *Access to Data. Any School District data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District's data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), requests for student records under FERPA or*

ISSRA, requests for records in discovery in state or federal court or administrative proceedings, or any other request.

3.13 Service Levels. The Company's products or services are provided 24 hours per day, seven days per week. The Company shall ensure 99.9% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). Where Up-time percentage averages less than 99.9% in a calendar month, the School District shall have the right to terminate the Agreement immediately upon written notice to the Company and obtain a pro-rata reimbursement for its past payments to the Company.

3.14 Limited Warranty. For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's products or services to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company's then current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School District shall be entitled to a pro-rata reimbursement for its past payments to the Company.

3.15 Harmful Code. Using a recent version of a reputable virus- checking product (to the extent commercially available), Company will check the Software, as well as any systems used by Company to deliver the Software, for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.

4. Prohibited Uses

4.1 The Company shall not sell School District data; use or share School District data for purposes of targeted advertising; or use School District data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.

4.2 Notwithstanding the previous paragraph, the Company may use School District data to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on the Company's website, online service, or application; or investigate a matter related to public safety. The Company shall notify the School District as soon as possible of any use described in this paragraph.

5. Miscellaneous

5.1 Indemnification and Insurance. The Company agrees to indemnify, defend and hold harmless School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing the obligations under the Agreement or this Addendum. The Company shall maintain liability insurance evidencing that the Company has workers compensation insurance as required by law and general liability insurance with a minimum limit of \$2,000,000. All insurers shall be

licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability shall name the School District, its Board, Board members, employees, agents, and successors as an additional insured with a waiver of subrogation in favor of the School District. The Company shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of the Agreement. The failure to provide acceptable insurance shall be deemed a breach of the Agreement and the School District may immediately terminate the Agreement. Such certificates of insurance shall indicate that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to the School District in accordance with the policy provisions.

- 5.2 Infringement.** *The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or services the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that the Company product or services infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute other equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company products or services free of the restrictions caused by the infringement; or (iv) take back such Company products or services and refund to the School District the license fee previously paid for the Company products depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.*
- 5.3 No Indemnification or Limitation of Liability by School District.** *Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 5.4 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.*
- 5.4 Mutual Limitation of Liability.** *Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into the Agreement.*
- 5.5 Taxes.** *The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.*
- 5.6 Payments.** *The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.*

5.7 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

5.8 Freedom of Information Act. *The Company acknowledges that School District is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. (the "FOIA"), and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.*

5.9 Governing Law. *The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.*

5.10 Renewal of Agreement. *The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.*

5.11 Termination. *The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.*

5.12 Amendment. *No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by all parties to this Agreement.*

5.13 Effective Date. *The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.*

Typing Club - EdClub:	Date	Community Unit School District	Date
<i>Ramtin Kiany</i>		No. 300	
<small>3E90942B8490A3E4AFF3AA095A141680 contractworks.</small>		<i>Susan Harkin</i>	
		<small>A3BB358670FE4AD718B86C5B0A2FAD86 contractworks.</small>	
04/13/2020			04/13/2020



Community Unit School District 300

2605 BUNKKER HILL DRIVE

ALGONQUIN, IL 60102

Diane C. White, Director of Purchasing

PHONE: 847-551-8460 • FAX: 847-551-8463

March 18, 2022

Libby Hobbs
Pear Deck
2030 E. Maple Ave.
El Segundo, CA 90245

Via email: lhobbs@goguardian.com

Contract Renewal: Pear Deck

Dear Ms. Hobbs,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 7/1/2022 – 6/30/2023. On April 27, 2021 the Board of Education originally approved a contract with Pear Deck for Pear Deck District-Wide Premium Service for 26 Schools. This contract is attached.

In August of 2022, District 300 is opening Big Timber Elementary School in Hampshire, Illinois. The expected enrollment will be 400 students. We will be serving 27 schools in total. Please provide pricing for the addition of this school to the contract.

If your firm agrees to the pricing as shown plus the cost to service Big Timber Elementary School, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Service Provider

ORDER FORM



QUOTE # Q-191714
DATE 2/3/2022
EXPIRATION DATE 7/30/2022

Bill To

Community Unit School District 300 - Algonquin, Anne Pasco
IL
2550 Harnish Dr
Algonquin, Illinois 60102
United States

Ship To

Community Unit School District 300 - Algonquin, Anne Pasco
IL
2550 Harnish Dr
Algonquin, Illinois 60102-6870
United States
anne.pasco@d300.org

PearDeck, Inc.

2030 E. Maple Ave
El Segundo, CA 90245
United States

Founded by educators, Pear Deck is a platform for engaging every student, every day. Our mission and methods are backed by our experience in the classroom and our understanding of how schools and districts use technology. Pear Deck makes it easy for your teachers to connect with students and deliver powerful learning moments with formative assessments and interactive questions that let them see, in real time, how every student in the class is doing.

DESCRIPTION	Start Date	End Date	Discount	Line Total
Pear Deck Subscription	7/1/2022	6/30/2023	0%	\$32,100.00
TOTAL (USD):				\$32,100.00

Terms and Conditions

Terms By signing below, the undersigned agrees to be bound by the Pear Deck Terms of Service ("Terms of Service") which are incorporated by this reference herein. Current versions of the Terms of Service are located [here](#). The Terms of Service contain certain terms and conditions not set forth in this Order Form. Pear Deck's rights and responsibilities, and your rights and responsibilities, are as set forth in this Order Form and in the Terms of Service.

AUTHORITY

The undersigned represents and warrants that the undersigned has full power and authority to execute this Order Form and to bind the above-referenced school, district, or organization, as the case may be, to the terms of this Order Form and the Terms of Service.

SALES TAX EXEMPT

My school, district, or organization is exempt from my state's sales tax.

ORDER FORM

QUOTE # Q-191714
DATE 2/3/2022
EXPIRATION DATE 7/30/2022



Next Step

Name : _____

Signature : _____

Date : _____

PO (optional) : _____

Please send the signed quote to Libby Hobbs at lhobbs@goguardian.com

FOR FOLLOW-UP QUESTIONS

Please contact our Finance Team at finance@peardeck.com

PRIVACY

Our Policy is [HERE](#). If you have a custom Privacy Rider, please send to Privacy@peardeck.com

W9 Form: <https://goo.gl/CcVw9m>

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 peardeck.com

 twitter.com/peardeck

 hello@peardeck.com

 facebook.com/peardeck

 youtube.com/peardeck



Pear Deck Quote

Founded by educators, Pear Deck is a platform for engaging every student, every day. Our mission and methods are backed by our experience in the classroom and our understanding of how schools and districts use technology. Pear Deck makes it easy for your teachers to connect with students and deliver powerful learning moments with formative assessments and interactive questions that let them see, in real time, how every student in the class is doing.

Quote Details

Quote 0005063

Prepared for:
Community Unit School District 300 (IL)

Expiration Date:

Primary School Google/Microsoft Domain: d300.org
Primary Contact: Anne Pasco, anne.pasco@d300.org
Billing Contact: Accounts Payable, accounts.payable@d300.org

Service Length:
Start: Jul 1 2021 End: Jun 30 2022

Product	Description	Total Price
District-Wide Premium Service	Pear Deck Premium subscription through June 30, 2022	\$ 29,960.00
Total		\$29,960.00

Terms and Conditions

Terms

Terms By signing below, the undersigned agrees to be bound by the Pear Deck Terms of Service ("Terms of Service") which are incorporated by this reference herein. Current versions of the Terms of Service are located at <https://goo.gl/DZzJTz>. The Terms of Service contain certain terms and conditions not set forth in this Order Form. Pear Deck's rights and responsibilities, and your rights and responsibilities, are as set forth in this Order Form and in the Terms of Service.

Authority

The undersigned represents and warrants that the undersigned has full power and authority to execute this Order Form and to bind the above-referenced school, district, or organization, as the case may be, to the terms of this Order Form and the Terms of Service.

Invoices

At the election of the undersigned, invoices shall be sent on either a monthly or annual basis. Invoices shall be payable within 30 days of the Invoice date, and are considered late after that date. Late invoices incur a fee of 2% (or the highest rate permitted by law, if less) and Pear Deck services may be disabled after 60 days of non-payment.

Sales Tax Exempt

My school, district, or organization is exempt from my state's sales tax.

Automatic Renewal

Pear Deck will automatically send me an invoice 1 month before my renewal date with a cap on fee increases of no more than 7% per year. Renewal may be cancelled anytime with 60 days notice to Pear Deck.

Name Susan Harkin, Chief Operating Officer

Signature *Susan Harkin*
A3BB358670FE4AD718B86C5B0A2FAD86 contractworks

Date 05/19/2021

PO (optional) _____

Next Step

Please send the signed quote to Annika Pettitt at annika@peardeck.com

FOR FOLLOW-UP QUESTIONS: Please contact our Finance Team at finance@peardeck.com

ADDRESS

Pear Deck, Inc 308 E Burlington St #303, Iowa City, IA 52240-1602 Phone: (319) 209-5165 2018

PRIVACY

Our Policy is [HERE](#). If you have a custom Privacy Rider, please send to Privacy@peardeck.com
W9 Form: <https://goo.gl/CcVw9m>

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hello@peardeck.com



facebook.com/peardeck



youtube.com/peardeck

Standard Student Data Privacy Agreement

IL-NDPA Standard Version 1.0

and

Pear Deck, Inc.

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

_____, located at _____ (the “Local Education Agency” or “LEA”) and Pear Deck, Inc., located at 2030 E. Maple Ave., El Segundo, CA 90245 (the “Provider”).

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

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

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

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

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**
 - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

The designated representative for the Provider for this DPA is:

Name: Legal Department Title: _____

Address: 2030 E. Maple Ave., El Segundo, CA 90245

Phone: _____ Email: peardecklegal@guguardian.com

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

LEA:

By: *Susan Harkin* Date: 05/19/2021

A3BB358670FE4AD718B86C5B0A2FAD86 contractworks.

Printed Name: Susan Harkin Title/Position: Chief Operating Officer

Provider: Pear Deck, Inc.

By: *Jeanette Lee* Date: 05/19/2021

0D6EA1DCAB1CCEC3CB455BE0912B8B5E contractworks.

Printed Name: Jeanette Lee Title/Position: Corporate Counsel

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

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

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

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

ARTICLE III: DUTIES OF LEA

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

ARTICLE IV: DUTIES OF PROVIDER

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

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

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

ARTICLE V: DATA PROVISIONS

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

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

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

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

ARTICLE VI: GENERAL OFFER OF TERMS

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

ARTICLE VII: MISCELLANEOUS

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

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

EXHIBIT "A"
DESCRIPTION OF SERVICES

Pear Deck, Inc. provides two software products governed by the same TOS and Privacy Policy. Pear Deck augments slideshow presentations to allow teachers to engage all their students. Pear Deck Vocabulary is an in-class game in which students work together to build flashcards.

Pear Deck does not include attendance, grades, or assignments and collects minimal student information. Students must log in via Google or Office 365 and therefore do not maintain a separate Pear Deck account. Optionally, teachers can toggle an anonymous login in which case Pear Deck does not collect any personally identifiable student information.

In normal use, students log into Pear Deck and participate in an in-class presentation by answering questions prompted by their classroom teacher. Their responses are stored by Pear Deck.

We do not build marketing profiles around students.

EXHIBIT "B"
SCHEDULE OF DATA

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

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

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	<p data-bbox="483 688 1154 751">Please list each additional data element used, stored, or collected by your application:</p> <p data-bbox="597 793 1175 856">Pear Deck's then-current Privacy Policy describes the Student Data and other information collected.</p>	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C" DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Community Unit School District 300 Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

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

[]

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

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

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

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Community Unit

Provider offers the same privacy protections found in this DPA between it and [School District 300] ("Originating LEA") which is dated [03/10/2021], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statuses; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:
Pear Deck Inc, 2030 Maple Ave, El Seduardo, CA 90245

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

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

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT “F”
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

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

Cybersecurity Frameworks

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

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

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

EXHIBIT “G” – Supplemental SDPC State Terms for Illinois

Version 1.0

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

Pear Deck, Inc.

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

2. **Definition of “Student Data.”** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all “covered information,” as that term is defined in Section 5 of SOPPA (105 ILCS 85/5), and Student Data shall constitute “school student records” as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)).

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

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

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

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider, for

purposes of affording a parent an opportunity to inspect and/or copy the Student Data, no later than 10 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

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

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

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

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

10. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:

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

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

11. **Transfer or Deletion of Student Data.** The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the DPA. If any of the Student Data is no longer needed for purposes of the DPA, the Provider must delete such unnecessary Student Data or transfer to the LEA such unnecessary Student Data. The Provider shall effectuate such transfer or deletion of Student Data and provide written confirmation of said transfer or deletion to the LEA within thirty (30) calendar days of the operator becoming aware that the Student Data is no longer needed for purposes of the DPA.

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

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

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

EXHIBIT "H"
Additional Terms or Modifications
Version _____

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

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

618-1/4715859.1

FIRST AMENDMENT TO ILLINOIS STANDARD STUDENT DATA PRIVACY AGREEMENT

This First Amendment (“**Amendment**”) to Version 1.0 to the Standard Student Data Privacy Agreement, IL-NDPA Standard Version 1.0 (“**SDPA**”), by and between, Pear Deck, Inc. (“**Provider**” or “**Pear Deck**”) and Local Education Agency provided in the signature block below (“**LEA**”), is effective as of the effective date of the SDPA (“**Effective Date**”). The Parties (defined herein) are subject to a Service Agreement, which is Pear Deck’s Terms of Service (available at <https://www.peardeck.com/terms-of-service>) that may be updated from time to time in accordance with the terms therein). To the extent that the terms of this Amendment conflict with the SDPA or the Service Agreement, the terms of this Amendment shall control. Unless otherwise explicitly defined in this Amendment, all capitalized terms shall have the meaning ascribed to them in the following order of priority (1) SDPA; (2) the Service Agreement. The terms of such SDPA and the Service Agreement shall remain in full force and effect except as expressly modified by this Amendment. The SDPA shall be amended between the Parties as follows:

ARTICLE IV: DUTIES OF PROVIDER

3. **Provider Employee Obligation.** Section 3 (Provider Employee Obligation) of Article IV (Duties of Provider) is hereby amended by deleting (i) “and agents” from the first sentence and (ii) “or agent” from the second and last sentence.

5. **De-Identified Data.** The last two sentences of Section 5 (De-Identified Data) of Article IV (Duties of Provider) of the SDPA are hereby deleted and replaced with the following:

Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) that party agrees to comply all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time. Prior to publishing any document that names the LEA explicitly, the Provider shall obtain the LEA’s written approval of the manner in which de-identified data is presented.

ARTICLE V: DATA PROVISIONS

3. **Data Security.** Section 3 (Data Security) of Article V (Data Provisions) of the SDPA is hereby amended by adding “industry standard” after “utilize” in the first sentence.

4. **Data Breach.** The portions of Section 4 (Data Breach) of Article V (Data Provisions) of the SDPA excerpted below are hereby deleted in its entirety and replaced with the following:

(2) Provider agrees to adhere to all applicable federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

ARTICLE VII: MISCELLANEOUS

3. **Priority of Agreements.** Section 3 (Priority of Agreements) of Article VII (Miscellaneous) is hereby amended by inserting the following after the second sentence:

“In the event the terms of the DPA are silent as to any term or condition that is expressly provided for in the Service Agreement, the term or condition of the Service Agreement shall apply.”

7. **Successors Bound.** The last sentence of Section 7 (Successors Bound) of Article VII (Miscellaneous) is hereby deleted in its entirety.

EXHIBIT “C” - DEFINITIONS

De-Identified Data and De-Identification. The definition of “De-Identified Data and De-Identification” in Exhibit C (Definitions) is deleted and replaced with the following:

“**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student.”

EXHIBIT “G” - SUPPLEMENTAL SDPC STATE TERMS FOR ILLINOIS

9. **Security Breach Notification.** Section 9 (Security Breach Notification) of Exhibit G (Supplemental SDPC State Terms for Illinois) is hereby amended by adding “to the extent known by the Provider and as it becomes available” after “...to the LEA shall include”.

10. **Reimbursement of Expenses Associated with Security Breach.**

Section 10 (Reimbursement of Expenses Associated with Security Breach) of Exhibit G (Supplemental SDPC State Terms for Illinois) is hereby deleted in its entirety and replaced with the following:

Provider shall, to the extent a Security Breach is determined to have been caused by the actions or omissions of Provider: (a) pay for or reimburse the cost of providing notification to the parents of those students whose Student Data was compromised; (b) provide credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe that it could impact his or her credit or financial security; and (c) provide any other notifications or fulfilling any other legal requirements adopted by the State Board of Education or of any other applicable state or federal laws.

Additionally, to the extent a Security Breach is determined to have been caused by the actions or omissions of Provider, Provider shall, at its own expense, retain an independent auditor to conduct and manage an audit as reasonably necessary to investigate the source and scope of the Security Breach. Provider shall defend, indemnify, and hold harmless LEA for legal fees, fines, and damages arising from third party claims against LEA for a Security Breach to the extent such breach is determined to have been caused by the actions or omissions of Provider up to and not to exceed, in aggregate, twice the amount LEA paid Provider for the Services giving rise to such claim in the calendar year in which such claim arose. LEA must immediately notify Provider of such a claim. Provider may assume, in its sole discretion, control of the defense, appeal, or settlement of any such third party claim by sending LEA a written notice of assumption within ten (10) business days of receiving notice. If Provider assumes control of the defense, LEA shall fully cooperate with Provider in connection therewith and may employ (at its own expense) separate counsel to represent it.

[Remainder of page intentionally left blank; Signature Page to follow]

Signed and Agreed:

For and on behalf of LEA:

LEA Name: Community Unit School District 300

Signature: Susan Harkin
A3BB358670FE4AD718B86C5B0A2FAD86 contractworks.

Signatory Name: Susan Harkin

Title: Chief Operating Officer

Name: Susan Harkin

Dated: 05/19/2021

For and on behalf of Provider:

Provider Name: Pear Deck, Inc.

Signature: Jeanette Lee
0D6FA1DCAB1CCEC3CB455BF0912B8B5E contractworks.

Signatory Name: Jeanette Lee

Title: Corporate Counsel

Dated: 05/19/2021



Community Unit School District 300

2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102

Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

March 18, 2022

Anastasiia Kuzmina
Plagix LLC
2101 Webster St., Suite 1800
Oakland, CA 94612

Via email: a.pokydko@unichack.com

Contract Renewal: Unichack K12

Dear Ms. Kuzmina,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 7/1/2022 – 6/30/2023. On April 27, 2021 the Board of Education originally approved a contract with Plagix LLC for Unichack K12 for 26 Schools. This contract is attached.

In August of 2022, District 300 is opening Big Timber Elementary School in Hampshire, Illinois. The expected enrollment will be 400 students. We will be serving 27 schools in total. Please provide pricing for the addition of this school to the contract.

If your firm agrees to the pricing as shown plus the cost to service Big Timber Elementary School, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C. White

8375D43E716D90C09E2DBCBD5C76FBD7

contractworks.

2022-03-21

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Serhii Tkachenko

9C238725AC98B9BB7E0D85B6CEDC203B

contractworks.

2022-03-28

Service Provider

Serhii Tkachenko

Manager



QUOTATION

QUOTATION# Q-487497-1

Plagix LLC

2101 Webster St., Suite 1800
Oakland, CA 94612
US

Bill To

Community Unit School District 300
2550 Harniah Drive
Algonquin, IL 60102
US

Prepared By:

Anastasiia Kuzmina

Estimate Date:

2/15/2022

Expiry Date:

7/28/2022

Currency:

USD

#	Services & Description	Number of ordered units	Price for unit	Start Date	End Date	Amount
1	The similarity detection in submitted text information for a number of ordered Units of measurement during the Subscription Term. The similarity check is provided by the Company to the Customer via www.unicheck.com under User Agreement at http://corp.unicheck.com/legal (only for Authorised users)	6,000	USD 1.68	7/29/2022	7/28/2023	USD 10,080.00
Sub Total						USD 10,080.00
Sales Tax						
TOTAL						USD 10,080.00

Notes

"Payer shall bear all correspondent banks' commission in connection with transferring the remuneration hereunder All amounts and fees stated or referred to herein shall be payable in invoice currency; non-cancellable and non-refundable; are exclusive of value added tax or any other sales tax, which, if applicable, shall be added to the prices at the appropriate rate. This quotation may be accepted to form a binding contract upon signature below and payment to the Company for the Services listed in this quote prior to the expiration date."

Terms & Conditions**ACCEPTANCE OF QUOTATION**

The above prices, specification and conditions are satisfactory and hereby accepted. The Company is authorized to provide Services as specified. Payment will be made as outline above.

Authorized Signature _____

Printed Name _____



QUOTATION

QUOTATION# Q-470196-1

Plagix LLC

2101 Webster St., Suite 1800
Oakland, CA 94612
US

Bill To

Community Unit School District 300
2550 Harniah Drive
Algonquin, IL 60102
US

Prepared By:

Anastasiia Kuzmina

Estimate Date:

2/4/2021

Expiry Date:

7/28/2021

Currency:

USD

#	Services & Description	Number of ordered units	Price for unit	Start Date	End Date	Amount
1	Unicheck K12 The similarity detection in submitted text information for a number of ordered Units of measurement during the Subscription Term. The similarity check is provided by the Company to the Customer via www.unicheck.com under User Agreement at http://corp.unicheck.com/legal (only for Authorised users)	6,000	USD 1.60	7/29/2021	7/28/2022	USD 9,600.00
Sub Total						USD 9,600.00
Sales Tax						
TOTAL						USD 9,600.00

Notes

"Payer shall bear all correspondent banks' commission in connection with transferring the remuneration hereunder All amounts and fees stated or referred to herein shall be payable in invoice currency; non-cancellable and non-refundable; are exclusive of value added tax or any other sales tax, which, if applicable, shall be added to the prices at the appropriate rate. This quotation may be accepted to form a binding contract upon signature below and payment to the Company for the Services listed in this quote prior to the expiration date."

Terms & Conditions**ACCEPTANCE OF QUOTATION**

The above prices, specification and conditions are satisfactory and hereby accepted. The Company is authorized to provide Services as specified. Payment will be made as outline above.

Authorized Signature *Susan Harkin*
A3BB358670FE4AD718B86C5B0A2FAD86 contractworks.

Printed Name Susan Harkin

Date 04/28/2021



**Community Unit School District 300
and PLAGIX, LLC/UNICHECK
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between **Community Unit School District 300** (the "School District") and **PLAGIX, LLC d.b.a. UNICHECK** (the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

[Complete Appendix A.]

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide Student Data to the Company as identified in Exhibit "B".

[Complete Exhibit B.]

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the



Company's products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.

4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:

4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and



maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.



- 5.1.1 *Security Procedures and Practices.* The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce’s National Institute of Standards and Technology’s Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.
- 5.1.2 *Storage of Data.* The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company’s own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.
- 5.1.3 *Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company’s storage of School District Data at the School District’s expense to ensure compliance with the terms of the Agreement and this Addendum.
- 5.1.4 *Reasonable Methods.* The Company agrees to use “reasonable methods” to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.
- 5.2 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company’s programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.



- 5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 5.3* written evidence of parental/guardian consent for any data maintained.
- 5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.
- 5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.
- 5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 24 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised



or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section 6.1.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.



- 6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.
- 6.3 The Company guarantees that the School District's Authorized Users with domain d300.org will not obtain the letters, notices, advertisings, marketing materials or other newsletters via email. But, the Company still will be able to send letters on the Authorized Users email (for example, when changes terms of use and privacy policy, make any software updates, etc.). Notwithstanding the above, the Company shall not bear any liability for letters, notices, advertisings, marketing materials or other newsletters, obtained by the School District's Authorized Users via email with other domains.

7. Miscellaneous

- 7.1 *Service Levels.* The Company's products or services are provided 24 hours per day, 7 days per week. The Company shall ensure 99.5% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). The School District must notify the Company of any downtime in Company's products or services operability as soon as it occurred. Where Up-time percentage averages less than 99.5% in a calendar month, the School District shall have the right to receive the Service Credits set forth in Section 4 of Annex 1 to the Agreement or to terminate the Agreement immediately upon written notice to the Company as set forth below. Should the downtime occur in the last months of the term of the Agreement, the School District shall be entitled to a pro rata reimbursement for its payments to the Company according to the terms in Section 4.1 of Annex 1 to the Agreement. Should the downtime occur more than 8h 45m 57.0s in a row per year, the School District shall also be entitled to terminate the applicable Agreement and obtain a refund of the prepaid, unused fees paid to the Company for the unused period, provided that the School District sends to the Company an email at support@unichack.com and notifies the relevant customer success manager of the Company within three calendar days after such downtime occurred. In its application the School District must include the words "Termination due Downtime" in the subject line and information about the date and time of the downtime that the School District is claiming in the email and the will to terminate the Agreement.
- 7.2 *Limited Warranty.* For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's product or service to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to



cure the Defect in accordance with the Company's then-current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School District main remedy shall be the one which is provided in Section 4 of Annex 1 to the Agreement or terminate in accordance with Section 7.1 of this Addendum.

- 7.3 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.
- 7.4 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.
- 7.5 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:
 - 7.5.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;
 - 7.5.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
 - 7.5.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);
 - 7.5.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
 - 7.5.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease - Each Employee; \$1,000,000 - Policy Limit; and



- 7.5.6 Umbrella liability insurance with a minimum combined single limit of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.6 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.
- 7.7 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 7.8 of this Addendum, that limits the Company's liability, requires the School District to release the



Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.

- 7.8 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.9 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 7.10 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
- 7.11 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.12 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.13 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum. Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.



- 7.14 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.15 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.16 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.
- 7.17 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.18 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.



Appendix "A"

Insert a brief description. *"Nature of Products or Services Provided. The Company has agreed to provide the School District the products and/or services outlined below:*

Access to service Unichack - the similarity detection engine which is the software complex with the online access to the website www.unichack.com which provides the locating signs of similarity between text information submitted by user and information available in user's library or in the Internet.



Exhibit "B"
SCHOOL DISTRICT DATA PROVIDED

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



	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>



Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>



Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
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None	No Student Data collected at this time. Provider will immediately notify D300 if this designation is no longer applicable.	<input type="checkbox"/>



PLAGIX, LLC/UNICHECK

Serhii Tkachenko

9C238725AC99B9BB7E0D85B6CEDC209B contractworks
Signature

Serhii Tkachenko

Name

Manger

Title

04/29/2021

Date

Community Unit School District 300

Susan Harkin

A3BB358670FE4AD718B86C5B0A2FAD86 contractworks
Signature

Susan Harkin

Chief Operating Officer

04/28/2021

Date

Date _____



Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

March 18, 2022

Alexa Grimm
PlayPosit
4846 Church Lane
Galesville, Maryland 20765

Via email: alexa@playposit.org

Contract Renewal: PlayPosit District License

Dear Ms. Grimm,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 7/1/2022 – 6/30/2023. On April 27, 2021 the Board of Education originally approved a contract with PlayPosit for PlayPosit District License for 26 Schools. This contract is attached.

In August of 2022, District 300 is opening Big Timber Elementary School in Hampshire, Illinois. The expected enrollment will be 400 students. We will be serving 27 schools in total. Please provide pricing for the addition of this school to the contract.

If your firm agrees to the pricing as shown plus the cost to service Big Timber Elementary School, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C. White

8375D43E716D90C09E2DBCBD5C76FBD7 contractworks. 03/21/2022

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Susan Germer

74C3BD7C09BB8BEB74F87D087E0B6615 contractworks. 03/21/2022

Service Provider

Susan Germer

Co-Founder, Executive Director of Partnerships

SUBSCRIPTION QUOTE

finance@playposit.org



PlayPosit

finance@playposit.org
PO Box 316, 4846 Church Lane
Galesville, Maryland 20765
United States

Phone: (909)908-8044

Fax: n/a

www.playposit.com

BILL TO

Community Unit School District 300

Anne Pasco
accounts.payable@d300.org
2550 Harnish Drive
Algonquin, Illinois 60102
United States

anne.pasco@d300.org

Invoice Number: 262208100-2022

Invoice Date: February 1, 2022

Payment Due: June 30, 2022

Amount Due (USD): \$34,500.00

Product	Quantity	Price	Amount
PlayPosit District License Annual Subscription 2022-2023 Academic Year	1	\$34,500.00	\$34,500.00

Please refer to your 2022 Partnership Proposal for complete details.

Payment Terms Please note, payment *MUST* be received by the due date OR within 30 days of receiving this invoice by Check or ACH.	1	\$0.00	\$0.00
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PlayPosit must confirm receipt of the payment by the renewal date in order to avoid a disruption in your service. Thank you for your cooperation.

Total: \$34,500.00

Amount Due (USD): \$34,500.00

Notes / Terms

NET 30

ACH transfers to PLAYPOSIT, INC. account #325055024790 routing #121000358. If you need an alternative payment method, please contact finance@playposit.org *Please note : All CC payments are subject to 3% processing fee



SUBSCRIPTION

finance@playposit.org

PlayPosit
finance@playposit.org
PO Box 316, 4846 Church Lane
Galesville, Maryland 20765
United States

Phone: (909)908-8044
Fax: n/a
www.playposit.com

BILL TO
District 300
Anne Pasco

anne.pasco@d300.org

Invoice Number: 262208100-2021

Invoice Date: February 5, 2021

Payment Due: July 1, 2021

Amount Due (USD): \$34,500.00

Product	Quantity	Price	Amount
PlayPosit District License Annual Subscription 2021-2022 Academic Year	1	\$46,500.00	\$46,500.00

Please refer to your 2021 Partnership Proposal for complete details.
(District License upgrade includes Playlist Capabilities and PD Access beginning February 2021)

AdaptivePosit for Districts & Schools
This contract is a direct consequence of the outcomes of PlayPosit's NSF funded Phase I and Phase II Grant activity, especially the capacity for Course Playlist delivery and evidence of increased student engagement through personalized interactive learning based on video complexity.

Renewal Discount Thank you for continuing your partnership with PlayPosit!	1	(\$12,000.00)	(\$12,000.00)
Payment Terms Please note, payment *MUST* be received by the due date OR within 30 days of receiving this invoice.	0	\$0.00	\$0.00

PO's are no longer accepted as a completion of payment by the renewal due date. PlayPosit must confirm receipt of the payment by the renewal date in order to avoid a disruption in your service. Thank you for your cooperation.



SUBSCRIPTION

finance@playposit.org

PlayPosit

finance@playposit.org
PO Box 316, 4846 Church Lane
Galesville, Maryland 20765
United States

Phone: (909)908-8044

Fax: n/a

www.playposit.com

Total: \$34,500.00

Amount Due (USD): \$34,500.00

Notes / Terms

NET 30

ACH transfers to PLAYPOSIT, INC. account #325055024790 routing #121000358. If you need an alternative payment method, please contact finance@playposit.org *Please note : All CC payments are subject to 3% processing fee



**Community Unit School District 300
and PlayPosit
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between **Community Unit School District 300** (the "School District") and **PlayPosit** (the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

[Complete Appendix A.]

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide Student Data to the Company as identified in Exhibit "B."

[Complete Exhibit B.]

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products and/or services represents the minimum necessary data



for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.

4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutory or court-ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:

4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it



will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end-users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and the school system and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data. Those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under the relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage, and/or transmission.



- 5.1.1 Security Procedures and Practices.* The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce’s National Institute of Standards and Technology’s Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.
- 5.1.2 Storage of Data.* The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company’s own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.
- 5.1.3 Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company’s storage of School District Data at the School District’s expense to ensure compliance with the terms of the Agreement and this Addendum.
- 5.1.4 Reasonable Methods.* The Company agrees to use “reasonable methods” to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.
- 5.2 Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company’s programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.



- 5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 5.3* written evidence of parental/guardian consent for any data maintained.
- 5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.
- 5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.
- 5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 24 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised



or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach up to the total cost of the contract, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section 6.1.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.




6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator’s site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

7.1 *Service Levels.* The Company’s products or services are provided 24 hours per day, 7 days per week. The Company shall ensure 99.5% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time (“Up-time”). Where Up-time percentage averages less than 99.5% in a calendar month, the School District shall have the right to terminate the Agreement immediately upon written notice to the Company and shall be entitled to a refund of the School District’s fees paid for the services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School District first had access to the Services through the date of termination.

7.2 *Limited Warranty.* For the purposes of this Addendum, a “Defect” is defined as a failure of the Company’s product or service to substantially conform to the then-current Company’s User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company’s products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company’s then-current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School District shall be entitled to a refund of its fees paid for the products or services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School District first has access to the Company’s products or services through the date of termination.

7.3 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.

7.4 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its Agreement or this Addendum  to the total contract

Brian P. Crowley
2021-02-23 23:32:00

Same comment as above.

Revised 01/2021



- 7.5 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:
- 7.5.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;
 - 7.5.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
 - 7.5.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);
 - 7.5.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
 - 7.5.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease - Each Employee; \$1,000,000 - Policy Limit; and
 - 7.5.6 Umbrella liability insurance with a minimum combined single limit of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement



immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.6 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.
- 7.7 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 7.8 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.
- 7.8 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.9 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 7.10 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest



payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.

- 7.11 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.12 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.13 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum. Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.
- 7.14 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.15 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.16 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.



- 7.17 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.18 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.



Appendix "A"

Insert a brief description. *"Nature of Products or Services Provided. The Company has agreed to provide the School District the products and/or services outlined below:*

A SAAS product offering an instructional design platform to create and assign interactive video based lessons.



Exhibit "B"
SCHOOL DISTRICT DATA PROVIDED

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



Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>



Student Contact Information	Address	<input type="checkbox"/>
	Email	X
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	X
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures, etc.	X
	Other student work data-Please specify: To the extent enabled by the Instructor User: video and/or audio recording.	X
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify To the extent of the student bulb in the PlayPosit environment only (individual pieces of content and not the entire course score).	X
Transportation	Student bus assignment	<input type="checkbox"/>



	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application: <i>Click-stream data, User-generated content</i>	X



None	No Student Data collected at this time. Provider will immediately notify D300 if this designation is no longer applicable.	<input type="checkbox"/>



PlayPosit

Signature

Susan Germer

Name

Co-Founder, Executive Director

Title

02-26-2021

Date

Community Unit School District 300

Susan Harkin

A3BB358670FE4AD718B86C5B0A2EAD86 contractworks
Signature

Susan Harkin

Chief Operating Officer

04/28/2021

Date



Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

March 25, 2022

Toni Abrahams
Scholastic Inc.
557 Broadway
New York, NY 10012

Via email: tabrahams@scholastic.com

Contract Renewal: Scholastic Literacy Pro

Dear Ms. Abrahams,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 8/27/2022 – 8/26/2023. On August 10, 2021 the Board of Education originally approved a contract with Scholastic Inc. for Scholastic Literacy Pro for 17 Schools. This contract is attached.

In August of 2022, District 300 is opening Big Timber Elementary School in Hampshire, Illinois. The expected enrollment will be 400 students. We will be serving 18 schools in total. Please provide pricing for the addition of this school to the contract.

If your firm agrees to the pricing as shown plus the cost to service Big Timber Elementary School, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C. White

8375D43E716D90C09E2DBCBD5C76FBD7 contractworks. 2022-03-25

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Toni Abrahams

98B4070CB8507092F594C62C5EC26ED8 contractworks. 2022-03-27

Service Provider

Toni Abrahams

VP of Operations

Digital Order Form

Date: 3/3/22

1

Billing Information

Billing Contact: _____

Email: _____ Phone: _____

Ordering Contact: Anne Pasco

Email: anne.pasco@d300.org Phone: 847-551-8472

School/District: COMMUNITY UNIT SCH DIST 300

Street Address: 2550 HARNISH DR

City/State/Zip: ALGONQUIN, IL 60102-6870

Scholastic Acct. #: 60110700

Billing Method

PO#: _____

Credit Card
A Scholastic Representative will contact your billing contact to securely process your credit card order.

Bill Me

Tax Exempt ID#: _____
(Please include documentation)

Other: _____

2

Scholastic Product Terms & Agreement

Person authorized to sign End User License Agreement (District level):

License Admin. Name: Anne Pasco

License Admin. Email: anne.pasco@d300.org

Is this person at the district or school level? District School

- A) The EULA will be emailed within 3-5 business days, and **must be accepted** before product access is granted.
- B) If this is a multi-school order, acceptance at the district level validates all schools in the district.

3

Digital Product Selection

Promo Code	Item #	Product Name	Unit Price	Your Price	# of Schools	Discount/Promo	Total Price
	831122	Scholastic Literacy Pro*	\$3,500.00	\$3,150.00	9	10%OFF	\$28,350.00
	831124	Scholastic Literacy Pro**	\$4,500.00	\$4,050.00	4	10% OFF	\$16,200.00
	831125	Scholastic Literacy Pro***	\$5,500.00	\$4,950.00	5	10% OFF	\$24,750.00
	733431	Digital Onboarding and Maintenance	\$199.00	\$199.00	18	NA	waived****

Notes: Quote is for a 1 year, site(s) wide subscription to Literacy Pro at 17 elementary schools
 *Small School Price (1-400 students)
 **Medium School Price (401-700 students)
 ***Large School Price (701+ students)

Subtotal _____
 Tax* _____
 Total \$69,300.00

4

Start and End Dates

Start: 8/27/22 End: 8/26/23

All programs are available with flexible start/end dates.

Important: Start and end dates must be provided for all digital programs. Your end date will determine when your data will get archived within the program. **Exception:** Stora will not archive data year-over-year and you must print or save the data before the end date.

Quote Prepared by:

Rep. Name: Zach Sarkady

Phone: 800-387-1437 ext. 6375

Email: zsarkady@scholastic.com

Quote Expires: 8/31/22

*If not exempt.

See next page

Site Installation Information

School Shipping Information

Site-Level Admin. Contact Name**: Anne Pasco

Email: anne.pasco@d300.org Phone: 847-551-8472

School Name: COMMUNITY UNIT SCH DIST 300

Street Address: 2550 HARNISH DR

City/State/Zip: ALGONQUIN, IL 60102-6870

Scholastic Acct. #: 60110700

Teacher Enrollment

Please provide an estimated number of teachers at your school:

Site Information:

Single-Site Installation (complete section to the left) or

Multi-Site Installation

For multi-site orders, **please see separate form to enter information needed for order set-up.** This must be completed and submitted with the order.

Select who will be the main distributor of access codes:

Billing Contact (District Admin.)

or

Site-Level Admin. (1 Contact per School)

**Your designated site-level contact will be responsible for distributing digital product access codes to the school staff.

5

Select Rostering Method

- Scholastic Digital Manager:** We do not use other methods to roster students and prefer to manage enrollment data by manual entry or uploading a spreadsheet.
- Google Classroom:** We will import student enrollment data from Google Classroom.
- Clever:** We will sync student enrollment data with our Clever account.
- LTI:** We will sync student enrollment data with LTI 1.0 or 1.2 compatible LMS.

Please indicate your LMS system here:

Rostering Contact (manages student enrollment data and system)

Contact Name: _____

Email: _____

BookFlix Only

School(s) will receive immediate access with a username and password.

Interested in IP authentication? **If yes, please provide a separate spreadsheet with all the information in the School shipping area**—including, site-level admin. name and email for each site, and IP address."

Special Instructions:

****The Digital Onboarding and Maintenance Fee of \$3,383 will be waived for the 22-22SY.

1 new school added for 22/23 SY: Big Timber

Questions on rostering? Our Tech Support Team is here to help: 800-724-2222, Option 5.

6

Important Reminders

Acceptance of EULA

Terms and Conditions must be reviewed and accepted before access is granted.

For Multi-Sites

Please provide a separate spreadsheet with all the information in the "School Shipping Information" for each site.

Access Information Emailed

After completion of the Product Terms & Agreement, **your designated contact will receive an email notification from our Customer Service team, digitalservice@scholastic.com.** This email contains important information on how to access our programs. Please share with school faculty.

ADDENDUM NO. 1 TO DATA PRIVACY ADDENDUM

This Addendum No. 1 (“Addendum”) dated March 24, 2022 is hereby incorporated into an existing Agreement between Scholastic Inc. (“Contractor” or “Scholastic”) and Community Unit School District 300 (the “EA”) effective as of August 26, 2020 (the “DPA”). Capitalized terms used without definition shall have the respective definition set forth in the Contract.

NOW THEREFORE, the parties hereby agree as follows:

1. Paragraph 2.1 is deleted in its entirety and replaced with:

“2.1 Nature of Products or Services Provided. The Company has agreed to provide the following products and/or services to the School District:

All of Scholastic’s current list of digital education products at:

<https://educationsolutions.scholastic.com/privacypolicy.html>

This excludes Mary Glasgow Magazines, which is covered under the Data Privacy Addendum effective as of October 29, 2021 between the parties.”

2. The Appendix I is deleted in its entirety and replaced by the Appendix I attached hereto.
3. The School District hereby acknowledges that the Scholastic Digital Education Technology Products Privacy Policy dated as of January 31, 2022 (the “2022 Privacy Policy”), located at the above URL has replaced and superseded the privacy policy that was located at www.scholastic.com/edtechprivacy.htm as of the date of the DPA. Company represents and warrants that 2022 Privacy Policy does not lessen any of the confidentiality or privacy protections contained in the DPA, nor has Company altered its data collection practices (including without limitation the nature and scope of data collected) via the products and services covered thereby in any material way since the date of the DPA.

This Addendum shall be effective immediately. Except as expressly amended hereby, all other terms and conditions of the DPA shall remain in effect.

Agreed and Accepted:

SCHOLASTIC INC.

By: _____

Printed Name: _____

Title: _____

COMMUNITY UNIT SCHOOL DISTRICT 300

By: _____

Printed Name: _____

Title: _____

Digital Order Form

Date: 3/3/22

1

Billing Information

Billing Contact: _____

Email: _____ Phone: _____

Ordering Contact: Anne Pasco

Email: anne.pasco@d300.org Phone: 847-551-8472

School/District: COMMUNITY UNIT SCH DIST 300

Street Address: 2550 HARNISH DR

City/State/Zip: ALGONQUIN, IL 60102-6870

Scholastic Acct. #: 60110700

Billing Method

PO#: _____

Credit Card
A Scholastic Representative will contact your billing contact to securely process your credit card order.

Bill Me

Tax Exempt ID#: _____
(Please include documentation)

Other: _____

2

Scholastic Product Terms & Agreement

Person authorized to sign End User License Agreement (District level):

License Admin. Name: Anne Pasco

License Admin. Email: anne.pasco@d300.org

Is this person at the district or school level? District School

- A) The EULA will be emailed within 3-5 business days, and **must be accepted** before product access is granted.
- B) If this is a multi-school order, acceptance at the district level validates all schools in the district.

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Subtotal _____
 Tax* _____
 Total \$69,300.00

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Important: Start and end dates must be provided for all digital programs. Your end date will determine when your data will get archived within the program. **Exception:** Storia will not archive data year-over-year and you must print or save the data before the end date.

Quote Prepared by:

Rep. Name: Zach Sarkady

Phone: 800-387-1437 ext. 6375

Email: zsarkady@scholastic.com

Quote Expires: 8/31/22

*If not exempt.

See next page

Appendix I Schedule of Data

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data- Please specify:	None
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information- Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	X

	number	
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	X
	Other student	

Digital Order Form

Date: 6/11/21

Billing Information

Billing Contact: _____
 Email: _____ Phone: _____
 Ordering Contact: Anne Pasco
 Email: anne.pasco@d300.org Phone: 847-551-8472
 School/District: COMMUNITY UNIT SCH DIST 300
 Street Address: 2550 HARNISH DR
 City/State/Zip: ALGONQUIN, IL 60102-6870
 Scholastic Acct. #: 60110700

Billing Method

PO#: _____
 Credit Card
 A Scholastic Representative will contact your billing contact to securely process your credit card order.
 Bill Me
 Tax Exempt ID#: _____
 (Please include documentation)
 Other: _____

1

Scholastic Product Terms & Agreement

Person authorized to sign End User License Agreement (District level):

License Admin. Name: Anne Pasco
 License Admin. Email: anne.pasco@d300.org
 Is this person at the district or school level? District School

- A) The EULA will be emailed within 3-5 business days, and **must be accepted** before product access is granted.
- B) If this is a multi-school order, acceptance at the district level validates all schools in the district.

2

Digital Product Selection

Promo Code	Item #	Product Name	Unit Price	Your Price	# of Schools	Discount/Promo	Total Price
	831122	Scholastic Literacy Pro*	\$3,500.00	\$3,150.00	8	10%OFF	\$25,200.00
	831124	Scholastic Literacy Pro**	\$4,500.00	\$4,050.00	4	10% OFF	\$16,200.00
	831125	Scholastic Literacy Pro***	\$5,500.00	\$4,950.00	5	10% OFF	\$24,750.00
	733431	Digital Onboarding and Maintenance	\$199.00	\$199.00	17	NA	waived****

Notes: Quote is for a 1 year, site(s) wide subscription to Literacy Pro at 17 elementary schools
 *Small School Price (1-400 students)
 **Medium School Price (401-700 students)
 ***Large School Price (701+ students)

Jennifer Porter
 B286855FF728A002A6B185572D79A17D contractworks. 08/25/2021

Subtotal _____
 Tax* _____
 Total \$66,150.00

Start and End Dates

Start: 8/27/21 End: 8/26/22
 All programs are available with flexible start/end dates.
Important: Start and end dates must be provided for all digital programs. Your end date will determine when your data will get archived within the program. **Exception:** Stora will not archive data year-over-year and you must print or save the data before the end date.

Quote Prepared by:

Rep. Name: Zach Sarkady
 Phone: 800-387-1437 ext. 6375
 Email: zsarkady@scholastic.com
 Quote Expires: 8/31/21

*If not exempt.

See next page

3

4

Site Installation Information

School Shipping Information

Site-Level Admin. Contact Name**: Anne Pasco

Email: anne.pasco@d300.org

Phone: 847-551-8472

School Name: COMMUNITY UNIT SCH DIST 300

Street Address: 2550 HARNISH DR

City/State/Zip: ALGONQUIN, IL 60102-6870

Scholastic Acct. #: 60110700

Teacher Enrollment

Please provide an estimated number of teachers at your school:

Site Information:

Single-Site Installation (complete section to the left) or

Multi-Site Installation

For multi-site orders, **please see separate form to enter information needed for order set-up.** This must be completed and submitted with the order.

Select who will be the main distributor of access codes:

Billing Contact (District Admin.)

or

Site-Level Admin. (1 Contact per School)

**Your designated site-level contact will be responsible for distributing digital product access codes to the school staff.

5

Select Rostering Method

Scholastic Digital Manager: We do not use other methods to roster students and prefer to manage enrollment data by manual entry or uploading a spreadsheet.

Google Classroom: We will import student enrollment data from Google Classroom.

Clever: We will sync student enrollment data with our Clever account.

LTI: We will sync student enrollment data with LTI 1.0 or 1.2 compatible LMS.

Please indicate your LMS system here:

Rostering Contact (manages student enrollment data and system)

Contact Name:

Email:

BookFlix Only

School(s) will receive immediate access with a username and password.

Interested in IP authentication? **If yes, please provide a separate spreadsheet with all the information in the School shipping area**-including, site-level admin. name and email for each site, and IP address."

Special Instructions:

****The Digital Onboarding and Maintenance Fee of \$3,383 will be waived for the 21-22SY.

Questions on rostering? Our Tech Support Team is here to help: 800-724-2222, Option 5.

6

Important Reminders

Acceptance of EULA

Terms and Conditions must be reviewed and accepted before access is granted.

For Multi-Sites

Please provide a separate spreadsheet with all the information in the "School Shipping Information" for each site.

Access Information Emailed

After completion of the Product Terms & Agreement, **your designated contact will receive an email notification from our Customer Service team, digitalservice@scholastic.com.** This email contains important information on how to access our programs. Please share with school faculty.

**Community Unit School District 300
and Scholastic Inc.
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between Community Unit School District 300 (the "School District") and Scholastic Inc.(the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies Company's End User License Agreement (the "EULA") between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

See Scholastic's current list of digital education products at:
www.scholastic.com/edtechprivacy.htm

2.2 School District Data Provided. To allow the Company to provide the agreed-to products and/or services, the School District will provide the categories or types of School District Data to the Company outlined in Appendix I to this Addendum.”

2.3 Minimum Data Necessary Shared. The Company attests that the data requested by the Company from the School District for the School District to access the Company’s products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. 1232 h; and the Illinois Children’s Privacy Protection and Parental Empowerment Act (“CPPPEA”), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.

4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon written request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act (“FOIA”), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:

4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a “school official” or “official of the school” with a “legitimate educational interest” in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a “School Official”). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect

to the use and maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, is a third party subcontractor or service provider of Company using the information to carry out Company's obligations providing services under the Agreement, required by applicable law, or pursuant to a court order; (3) will not use student Personally Identifiable Information included within School District Data for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted in accordance with industry standards during use, storage and/or transmission.

5.1.1 *Security Procedures and Practices.* The Company agrees that it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use,

modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

5.1.2 Storage of Data. The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.

5.1.3 Audit of Safeguards. The Company shall maintain complete and accurate records of its security measures for School District Data and produce summaries of all such records to the School District for purposes of audit upon reasonable prior written notice during normal business hours. Upon reasonable notice and written request from the School District, and no more than once per a twelve month period and subject to Company's reasonable security and non-disclosure requirements, Company will engage an independent third party to audit the Company's storage of School District Data at the School District's expense to ensure compliance with the terms of the Agreement and this Addendum. Company shall provide School District with a summary of the results of any such audit. School District agrees to treat any information provided by Company pursuant to this paragraph as Company's confidential information and protect it from public disclosure to the extent permitted by law.

5.1.4 Reasonable Methods. The Company agrees to use "reasonable methods" to ensure in accordance with industry standards that the Company and all parties accessing School District Data are compliant with state and federal law. Upon reasonable notice and written request from the School District, and no more than once per a twelve month period and subject to Company's reasonable security and non-disclosure requirements, Company will engage an independent third party to audit such measures during business hours. Company shall provide School District with a summary of the results of any such audit. School District agrees to treat any information provided by Company pursuant to this paragraph as Company's confidential information and protect it from public disclosure to the extent permitted by law.

5.2 Privacy Policy. The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

- 5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, and upon the School District's written request, the Company covenants and agrees that within 30 days shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy or de-identify the data. Upon written request from the School District, Company shall send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such an industry standard manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the School Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information, subject to any confidentiality or other requirements of the individual who provided such consent. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 5.3* written evidence of parental/guardian consent for any data maintained.
- 5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.
- 5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, or use or release of School District Data.
- 5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email as soon as practicable and without unreasonable delay, but no later than 10 days after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District as soon as practicable and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (5) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

- 5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.
- 5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.
- 5.5.4 Except as otherwise required by law or agreed in writing between the parties and excluding student data or any other data that belongs to the School District, all information provided by Company to the School District pursuant to this Agreement shall be treated as Company's confidential information. The School District agrees that it will disclose such information only to such parties that the School District determines are necessary to assist it in its review and require such parties to enter into non-disclosure agreements or otherwise agree in writing to maintain its confidentiality. To the extent permitted by law, the School District will withhold such information from public disclosure.

6. Prohibited Uses

- 6.1 The Company shall not do any of the following:
- 6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;
 - 6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or
 - 6.1.3 Sell or rent a student's information, including covered information. This *Section 6.1.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.
- 6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School

District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

- 7.1 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.
- 7.2 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.
- 7.3 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:
- 7.3.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;
- 7.3.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
- 7.3.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);
- 7.3.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
- 7.3.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease - Each Employee; \$1,000,000 - Policy Limit; and
- 7.3.6 Umbrella liability insurance with a minimum combined single limit of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or

better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.4 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.
- 7.5 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 7.8 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.
- 7.6 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.7 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.

- 7.8 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
- 7.9 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.10 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.11 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum. Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.
- 7.12 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.13 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.14 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.
- 7.15 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.

7.16 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

Scholastic Inc.

Community Unit School District 300

Toni Abrahams

Susan Harkin

A3BB358670FE4AD718B86C5B0A2FAD86 contractworks.

Signature

Toni Abrahams

Signature

Name

VP of Operations

Susan Harkin

Title

8/21/20

Chief Operating Officer

08/26/2020

Date

Date

Appendix I
Schedule of Data

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data- Please specify:	None
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
Enrollment	Other demographic information- Please specify:	
	Student school enrollment	X
	Student grade level	X
	Homeroom	
Parent/Guardian Contact Information	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	X

	number	
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	X
	Other student	

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/perfor- mance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student bus card ID number	Student pick up and/or drop off location

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

OTHER: Use this box, if more space needed.

- IP address may be collected as part of a log file to prevent cyber attacks. Cookies and IP addresses may be used to measure aggregate site usage and performance.
- Scholastic Classroom Magazines use IP data for in-product user verification.
- Scholastic's non-rostered products such as BookFlix use IP address for authentication; no individually identifiable data is collected. Alternative authentication for these products may be established on request and may include secure referring web pages, an embedded URL, or common user names and passwords (not individual ones).
- For Scholastic's rostered products, the platform will have the teacher name and an indication of the class, but not students' full schedules.
- Scholastic Literacy Pro contains questions that are used to determine reading interests so that the application can recommend titles for use in the application (not for marketing and not connected to any purchase either in-app or externally).
- State student IDs may be collected if the LEA is using a third party rostering platform and opts to submit them.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2020

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center NAME: PHONE 1-877-945-7378 FAX 1-888-467-2378 (A/C, No, Ext): (A/C, No): E-MAIL certificates@willis.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Scholastic Inc. and all Subsidiaries 557 Broadway, 9th floor New York, NY 10012	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: Travelers Indemnity Company	25658
	INSURER C: Indemnity Insurance Company of North Ameri	43575
	INSURER D: Continental Casualty Company	20443
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W17503886 **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> FRT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	HDO G71233431	02/28/2020	02/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 100,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H25291165	02/28/2020	02/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 200,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-12T03404-20-NF	02/28/2020	02/28/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C66924087	02/28/2020	02/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Security Liability			596664040	02/28/2020	02/28/2021	Per Claim/Aggregate \$5,000,000 Retention: \$250,000

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

Re: Covers All Scholastic Services And Activities

Worker's Compensation Deductible \$250,000

Cyber Security Liability includes Network Security Liability, Media Liability and Professional Liability.

CERTIFICATE HOLDER Community Unit School District 300 Attn: Diane White 2550 Harnish Algonquin, IL 60102-6870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Scholastic Inc. and all Subsidiaries 557 Broadway, 9th floor New York, NY 10012	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Community Unit School District 300, its Board members, employees, and agents are included as Additional Insureds as respects to General Liability when required by written contract and Auto Liability.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

General Liability policy does not contain exclusion for sexual molestation.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers' Compensation, as permitted by law.

Umbrella coverage is Follow Form.

-

DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Scholastic Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H25291165	Policy Period 02/28/2020 to 02/28/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s) : Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

NOTICE TO OTHERS - SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Scholastic Inc.			Endorsement Number 14
Policy Symbol ISA	Policy Number H25291165	Policy Period 02/28/2020 TO 02/28/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s.) The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

POLICY NUMBER HDO G71233431

Endorsement Number:

**COMMERCIAL GENERAL LIABILITY
CG 20 26 0413**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**NOTICE TO OTHERS - SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Scholastic Inc.			Endorsement Number 147
Policy Symbol HDO	Policy Number G71233431	Policy Period 02/28/2020 TO 02/28/2021	Effective Date of Endorsement 02/28/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s.) The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured SCHOLASTIC INC. 557 BROADWAY NEWYORK NY 10012	Endorsement Number
	Policy Number Symbol : WLR Number: C66924087
Policy Period 02-28-2020 TO 02-28-2021	Effective Date of Endorsement 02-28-2020
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**NOTICE TO OTHERS ENDORSEMENT - SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student bus card ID number	Student pick up and/or drop off location

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

OTHER: Use this box, if more space needed.

- **Note: This schedule of data covers all Scholastic digital education technology products except Mary Glasgow foreign language magazines, which is covered under the Data Privacy Addendum effective as of October 29, 2021 between the parties.**
- **IP address may be collected as part of a log file to prevent cyber attacks. Cookies and IP addresses may be used to measure aggregate site usage and performance.**
- **Scholastic's non-rostered products such as BookFlix use IP address for authentication; no individually identifiable data is collected. Alternative authentication for these products may be established on request and may include secure referring web pages, an embedded URL, or common user names and passwords (not individual ones).**
- **For Scholastic's rostered products, the platform will have the teacher name and an indication of the class, but not students' full schedules.**
- **Scholastic Literacy Pro contains questions that are used to determine reading interests so that the application can recommend titles for use in the application (not for marketing and not connected to any purchase either in-app or externally). Scholastic's digital products do not contain surveys subject to the Protection of Pupil Rights Amendment.**
- **State student IDs may be collected if the LEA is using a third party rostering platform and opts to submit them.**

Appendix I Schedule of Data

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data- Please specify:	None
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
Enrollment	Other demographic information- Please specify:	
	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
Other enrollment information- Please specify:		
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	X

	number	
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	X
	Other student	

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student bus card ID number	Student pick up and/or drop off location

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

OTHER: Use this box, if more space needed.

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- **Scholastic’s non-rostered products such as BookFlix use IP address for authentication; no individually identifiable data is collected. Alternative authentication for these products may be established on request and may include secure referring web pages, an embedded URL, or common user names and passwords (not individual ones).**
- **For Scholastic’s rostered products, the platform will have the teacher name and an indication of the class, but not students’ full schedules.**
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- **State student IDs may be collected if the LEA is using a third party rostering platform and opts to submit them.**



Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

March 18, 2022

Jaime Hernandez
WeVideo Inc.
1975 W. El Camino Real, Suite 202
Mountain View, CA 94040

Via email: jaime@wevideo.com

Contract Renewal: WeVideo for Schools

Dear Mr. Hernandez

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 7/1/2022 – 6/30/2023. On April 27, 2021 the Board of Education originally approved a contract with WeVideo Inc. for WeVideo for Schools for 26 Schools. This contract is attached.

In August of 2022, District 300 is opening Big Timber Elementary School in Hampshire, Illinois. The expected enrollment will be 400 students. We will be serving 27 schools in total. Please provide pricing for the addition of this school to the contract.

If your firm agrees to the pricing as shown plus the cost to service Big Timber Elementary School, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460.

Sincerely,

Diane C. White

2022-03-21

8375D43E716D90C09E2DBCBD5C76FBD7 contractworks

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Jaime Hernandez

D3521E8D44C4FE5D301D61F2C6662C2F

contractworks.

2022-03-25

Service Provider

Jaime Hernandez

Territory Manager



price quote/proposal

remit payment to

WeVideo Inc.
 1975 W. El Camino Real - Suite 202
 Mountain View, CA 94040
 Fax: 408-819-9441
 650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

CUSD 300
 Traci Magsamen
traci.magsamen@d300.org
 847-551-8344
 2550 Harnish Dr.
 Algonquin, IL. 60102

Date: 2/2/2022
 Quote Expires: 5/3/2022

WeVideo Contact:
 Jaime Hernandez
jaime@wevideo.com

Notes:
 Subscription to begin: 9/29/22

Quantity	Product/Description	Unit Base Price	Unit Extended Price	Discount	Line Total
17829 users	WeVideo for Schools Annual Subscription, multi-user license	\$9.97	\$1.8100	81.85%	\$32,270.49
		(price per user)	(price per user)		
89145 GB	Storage Capacity: 5 GB storage per user (aggregated)				included
1069740 min/mo.	Export Capacity: 1 hr. publish time per user/per mo. (aggregated)				included
1	Professional Services: OnBoarding (60 min live online)	\$350.00	\$0.00	100%	\$0.00
0	Professional Development Options (teacher/tech training, onsite, online, etc.)				none selected
0	Professional Development, 60 minutes, live online, Cohort of 20	\$350			\$0
17,829	Mobile App access for iOS and Android devices, all users	\$2.99	included	100%	\$53,308.71
Subtotal					\$32,270.49
Please add applicable sales tax to your purchase order, or provide note of exemption					<----- Tax
Quote is valid for terms as stated above and below					N/A
All prices in United States Dollars (\$)					Total
					\$32,270.49

SECTION I - term length and subscription term discount options (CHECK ONE):

		Discount
<input type="checkbox"/>	Purchase 12 months/1 year subscription for 17829 users rate of: \$32,270.49	
<input type="checkbox"/>	Purchase 24 months/2 year subscription for 17829 users	15%
	<input type="checkbox"/> 2 nnual payment: \$27,429.92	
<input type="checkbox"/>	Purchase 36 months/3 year subscription for 17829 users	20%
	<input type="checkbox"/> 3 nnual payment: \$25,816.39	
<input type="checkbox"/>	Purchase 48 months/4 year subscription for User Range u	25%
	<input type="checkbox"/> 4 nnual payment: \$24,202.87	
<input type="checkbox"/>	Purchase 60 months/5 year subscription for 31-100 users	30%
	<input type="checkbox"/> 5 nnual payment: \$22,589.34	

*if pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manger.

SECTION II - is a purchase order required to send an invoice to CUSD 300 (CHECK ONE):

- Yes, a school/district PO is required to invoice our school or district
- No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)


SECTION III - professional services

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

- Professional Development, full day, on site - \$3000

- [] Professional Development, two day, on site - **\$5500**
- [] Professional Development, 60 minutes, live online, Cohort of 20 - **\$350 each**

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.
page 1 of 2

	2/2/2022 15:04:35	quote number: WVS1194478	page 2 of 2
---	-------------------	---------------------------------	-------------

price quote/proposal page 2 of 2
school/district CUSD 300
contact Traci Magsamen
WeVideo contact: Jaime Hernandez jaim@wevideo.com

ar@wevideo.com 1975 West El Camino Real Suite 202
sales@wevideo.com Mountain View, CA 94040
 Fax: 408-819-9441 Ph: 650-800-3403
 Quote Expires: 3/4/2022

SECTION IV - COMPLETE ALL FIELDS:	REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT
--	--

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name _____

WeVideo account admin/owner **Name**
 (who will log-in/manage the WeVideo account) _____

Admin/owner **Email** _____

Job title/role _____

Phone Number _____

BILLING INFORMATION

Accounts Payable Contact _____

Accounts Payable Email _____

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature _____

Date _____

Print Name _____

Print Title _____

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Print name

Title

Authorized Signature

Date

renewal/proposal

remit payment to

WeVideo Inc.
 1975 W. El Camino Real - Suite 202
 Mountain View, CA 94040
 Fax: 408-819-9441
 650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

Traci Magsamen
 Director of Digital Literacy & Innovation
traci.magsamen@d300.org
 847-551-8344
CUSD 300
 2550 Harnish Dr
 Algonquin, IL 60102

Date: 2/4/2021
Quote Expires: 3/6/2021

WeVideo Contact:
 Jaime Hernandez
jaime@wevideo.com
 510-684-3357

Notes:
Subscription to begin on 9/29/21

Quantity	Product/Description	Unit Base Price	Unit Extended Price	Discount	Line Total
17829 users	WeVideo for Schools Annual Subscription, multi-user license	\$9.97	\$1.8100	81.84%	\$32,270.49
		<i>(price per user)</i>	<i>(price per user)</i>		
89145 GB	Storage Capacity: 5 GB storage per user (aggregated)				included
1069740 min/mo.	Export Capacity: 1 hr. publish time per user/per mo. (aggregated)				included
1	Onboarding Session, 40 minutes, live online,)	\$350	included free	100%	included
	Professional Development Options (teacher/tech training, onsite, online, etc.)				none selected
17,829	Mobile App access for iOS and Android devices, all users	\$2.99	included	100%	\$53,308.71
Subtotal					\$32,270.49
Tax (exempt?)					
Total					\$32,270.49

*Please provide a copy of tax exempt certificate if applicable
 Quote is valid for terms as stated above and below
 All prices in United States Dollars (\$)*

SECTION I - term length and subscription term discount options (CHECK ONE):

- Purchase 12 months/1 year subscription for 17829 users rate of: **\$32,270.49**
- Purchase 24 months/2 year subscription for 17829 users - prepay: **\$58,086.88** and save 10% on license*
 - 2 annual payments - **\$29,043.44**
- Purchase 36 months/3 year subscription for 17829 users - prepay: **\$82,289.75** and save 15% on license*
 - 3 annual payments - **\$27,429.92**
- Purchase 48 months/4 year subscription for 17829 users - prepay: **\$103,265.57** and save 20% on license*
 - 4 annual payments - **\$25,816.39**
- Purchase 60 months/5 year subscription for 17829 users - prepay: **\$121,014.34** and save 25% on license*
 - 5 annual payments - **\$24,202.87**

**if pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manger.*

SECTION II - is a purchase order required to send an invoice to CUSD 300 (CHECK ONE):

- Yes, a school/district PO is required to invoice our school or district
- No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

SECTION III - professional services

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

- Professional Development, full day, on site - **\$3000**
- Professional Development, two day, on site - **\$5500**

[] Professional Development, 60 minutes, live online, Cohort of 20 - \$350 each

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.
page 1 of 2

wevideo for Schools 2/4/2021 14:48:56 quote number: WVS1466490 page 2 of 2

price quote/proposal page 2 of 2

school/district CUSD 300

contact Traci Magsamen

WeVideo contact: Jaime Hernandez jaime@wevideo.com 510-684-3357

ar@wevideo.com

sales@wevideo.com

Fax: 408-819-9441

Quote Expires:

1975 West El Camino Real Suite 202

Mountain View, CA 94040

Ph: 650-800-3403

3/6/2021

SECTION III - COMPLETE ALL FIELDS:

REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name _____

WeVideo account admin/owner Name
(who will log-in/manage the WeVideo account) _____

Admin/owner Email _____

Job title/role _____

Phone Number _____

BILLING INFORMATION

Accounts Payable Contact _____

Accounts Payable Email _____

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature

Susan Harkin

A3BB358670FE4AD718B86C5B0A2FAD86

contractworks.

Date

04/28/2021

Print Name

Susan Harkin

Print Title

COO

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Print name

Title

Authorized Signature

Date



**Community Unit School District 300
and WeVideo, Inc.
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between **Community Unit School District 300** (the "School District") and **WeVideo, Inc.** (the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

[Complete Appendix A.]

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide Student Data to the Company as identified in Exhibit "B".

[Complete Exhibit B.]

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products and/or services represents the minimum



necessary data for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.

4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:

4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the



school with respect to the use and maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The



Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.

5.1.1 Security Procedures and Practices. The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce’s National Institute of Standards and Technology’s Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

5.1.2 Storage of Data. The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company’s own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.

5.1.3 Audit of Safeguards. The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company’s storage of School District Data at the School District’s expense to ensure compliance with the terms of the Agreement and this Addendum.

5.1.4 Reasonable Methods. The Company agrees to use “reasonable methods” to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.

5.2 Privacy Policy. The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company’s programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon



agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

- 5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 5.3* written evidence of parental/guardian consent for any data maintained.
- 5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.
- 5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.
- 5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 24 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time



possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or



6.1.3 Sell or rent a student's information, including covered information. This *Section 6.1.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

7.1 *Service Levels.* The Company's products or services are provided 24 hours per day, 7 days per week. The Company shall ensure 99.9% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). Where Up-time percentage averages less than 99.9% in a calendar month, the School District shall have the right to terminate the Agreement immediately upon written notice to the Company and shall be entitled to a refund of the School District's fees paid for the services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School District first had access to the Services through the date of termination.

7.2 *Limited Warranty.* For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's product or service to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company's then-current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School District shall be entitled to a refund of its fees paid for the products or services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School District first has access to the Company's products or services through the date of termination.

7.3 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.



- 7.4 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.
- 7.5 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:
- 7.5.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;
 - 7.5.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
 - 7.5.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);
 - 7.5.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
 - 7.5.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease - Each Employee; \$1,000,000 - Policy Limit; and
 - 7.5.6 Umbrella liability insurance with a minimum combined single limit of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the



waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.6 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.
- 7.7 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 7.8 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.
- 7.8 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.9 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-



added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.

- 7.10 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
- 7.11 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.12 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.13 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum. Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.
- 7.14 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.15 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.



- 7.16 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.
- 7.17 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.18 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.



Appendix "A"

Insert a brief description. "Nature of Products or Services Provided. The Company has agreed to provide the School District the products and/or services outlined below:

Click or tap here to enter text.

WeVideo is more than video editing. It is a catalyst for learning that enables students and teachers to collaborate while authentically expressing themselves and making an impact on the world. Through video creation, students are empowered to collaborate, communicate and demonstrate their knowledge in any subject and at every grade level.

Collaborate and achieve shared goals
Manage team projects and observe individual contributions as students collaborate in real time, each from their own device and on their own time, to contribute unique elements and collectively finalize a video project. Students achieve shared goals and develop critical analytic skills through activities such as peer review. Everything needed to jump right in
WeVideo is built with busy classrooms, and teachers, in mind. No experience is required; just add media to get started. Easy-to-use templates kickstart any project. A library full of music, special effects, and eye-catching graphics enhance projects. If students and teachers can think it, they can do it. WeVideo Academy online resources help and inspire teachers and students with everything from tutorials and project starters, to successful curriculum ideas, and even complete lesson plans from peers and experts.



Exhibit "B"
SCHOOL DISTRICT DATA PROVIDED

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



	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>



Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student in App performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>



Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
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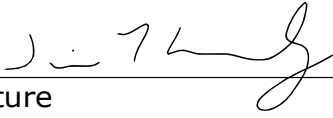


None	No Student Data collected at this time. Provider will immediately notify D300 if this designation is no longer applicable.	<input type="checkbox"/>




WeVideo, Inc.

**Community Unit School District
300**



Signature



A3BB358670FE4AD718B86C5B0A2FAD86 contractworks
Signature

Jaime Hernandez

Name

Susan Harkin

Territory Manager

Title

Chief Operating Officer

02-18-2021

Date

04/28/2021

Date



Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

March 18, 2022

Jean Linde
World Book Inc.
180 N LaSalle St., Suite 900
Chicago, IL 60601

Via email: jalinde@worldbook.com

Contract Renewal: Children's Differentiated Pkg Library

Dear Ms. Linde,

To streamline the contract process between your firm and District 300, we would like to renew our existing contract which includes the Student Data Addendum. The renewal term would be 7/1/2022 - 6/30/2023. On April 27, 2021 the Board of Education originally approved a contract with World Book Inc. for Children's Differentiated Pkg Library for 26 Schools. This contract is attached.

In August of 2022, District 300 is opening Big Timber Elementary School in Hampshire, Illinois. The expected enrollment will be 400 students. We will be serving 27 schools in total. Please provide pricing for the addition of this school to the contract.

If your firm agrees to the pricing as shown plus the cost to service Big Timber Elementary School, the administration will recommend your contract extension to the Board of Education for review by the finance committee on Tuesday, April 12, 2022 and award by the board on Tuesday, April 26, 2022.

District 300 kindly requests your return of acceptance by Monday, March 28, 2022. If you have any questions, please call 847-551-8460

Sincerely,

Diane C. White

8375D43E716D90C09E2DBCBD5C76FBD7 contract works 2022-03-25

Diane C White, Director of Purchasing

Acceptance to hold submitted pricing:

Donald D. Keller

3-24-2022

Service Provider

Vice-President, Finance

World Book, Inc.
180 N. LaSalle Street, Suite 900
Chicago, IL 60601



Sales Quotation

World Book Inc.
 180 N LaSalle Street, Suite 900
 Chicago, IL 60601
 Phone: (800) 975-3250
 Fax: (888) 922-3766
<http://www.worldbook.com>

Quote Details

Presented By:	Jean Linde	Quote Number	00080239
Title	Customer Success Specialist	Valid Until Date	9/6/2022
Email	jalinde@worldbook.com	WB Acct No	N3105
Bill To Name	Community Unit School District 300	Ship To Name	Community Unit School District 300
Bill To	2550 Harnish Dr. Algonquin, Illinois 60102 United States	Ship To	2550 Harnish Dr. Algonquin, Illinois 60102 United States

SKU	Product	Quantity	Sales Price	Subtotal
O32XL	Online- Children's Differentiated Pkg Library	1.00	USD 9,812.00	USD 9,812.00
		Subtotal	USD 9,812.00	
		Grand Total	USD 9,812.00	

Notes

Subscription dates run from September 6, 2022-September 6, 2023.

Payment Option

<input type="checkbox"/> Invoice the Institution listed above Purchase Order Required? <input type="checkbox"/> Yes, Purchase Order #: _____ <input type="checkbox"/> No	<input type="checkbox"/> Credit Card World Book accepts most Credit Cards. Enter your contact information and you will be contacted to complete your transaction. _____ Print Name _____ Phone
<input type="checkbox"/> Check or Money Order Make Checks payable to World Book Inc.	

Order Instruction

To place an order:
 1. Fax to (888) 922-3766, or
 2. Mail to: World Book, Inc. Attn: Order Processing 180 N LaSalle Street, Suite 900 Chicago, IL 60601

Terms & Condition

Standard Shipping & Handling Is Included in all prices. Prices are subject to change without notice. School / Library orders directly billed or under a purchase order are net 30 days form date of Invoice. Taxes will apply unless valid Tax Exemption ID is provided. This order is subject to acceptance in Chicago, IL. For full Terms and Conditions see <http://worldbook.com/terms-conditions>.

Signature

I confirm that I am authorized by the above Institution to make this purchase and that the institution will be responsible for the balance due in accordance with the terms specified.

Authorized Signature _____
 Print Name _____
 Date _____



Sales Quotation

World Book Inc.
 180 N LaSalle Street, Suite 900
 Chicago, IL 60601
 Phone: (800) 975-3250
 Fax: (888) 922-3766
<http://www.worldbook.com>

Quote Details

Presented By:	Jennifer Peterson	Quotation Date	2/16/2021
Title	Customer Success Specialist	Valid Until Date	9/3/2021
Phone	312-729-5886	WB Acct No	N3105
Email	jennifer.peterson@worldbook.com		
Bill To Name	Community Unit School District 300	Ship To Name	Community Unit School District 300
Bill To	2550 Harnish Dr. Algonquin, Illinois 60102 United States	Ship To	2550 Harnish Dr. Algonquin, Illinois 60102 United States

SKU	Product	Quantity	Sales Price	Subtotal
O32XL	Online- Children's Differentiated Pkg Library	1.00	USD 9,345.00	USD 9,345.00
		Subtotal	USD 9,345.00	
		Grand Total	USD 9,345.00	

Notes

Subscription dates September 6, 2021-September 6, 2022. Please send purchase orders to jennifer.peterson@worldbook.com. For inquiries please call 312-729-5886. Thank you.

Payment Option

<input type="checkbox"/> Invoice the Institution listed above Purchase Order Required? <input type="checkbox"/> Yes, Purchase Order #: _____ <input type="checkbox"/> No	<input type="checkbox"/> Credit Card World Book accepts most Credit Cards. Enter your contact information and you will be contacted to complete your transaction. _____ Print Name _____ Phone
<input type="checkbox"/> Check or Money Order Make Checks payable to World Book Inc.	

Order Instruction

To place an order:
 1. Fax to (888) 922-3766, or
 2. Mail to: World Book, Inc. Attn: Order Processing 180 N LaSalle Street, Suite 900 Chicago, IL 60601

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Signature

I confirm that I am authorized by the above Institution to make this purchase and that the institution will be responsible for the balance due in accordance with the terms specified.

Authorized Signature _____
 Print Name _____
 Date _____

**Community Unit School District 300
and World Book
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between **Community Unit School District 300** (the "School District") and **World Book** (the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District :

[Complete Appendix A.]

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide Student Data to the Company as identified in Exhibit "B".

[Complete Exhibit B.]

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products and/or services represents the minimum necessary data

for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.

4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:

431 1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it

will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

432 PPRA Requirements. With respect to the Company 's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating , or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

433 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.

511 *Security Procedures and Practices.* The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

512 *Storage of Data.* The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.

513 *Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company's storage of School District Data at the School District's expense to ensure compliance with the terms of the Agreement and this Addendum.

514 *Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.

5.2 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/ or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 5.3* written evidence of parental/guardian consent for any data maintained.

5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.

5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.

551 1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 24 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised

or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

552 .2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

553 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/ 5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section 6.1.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

7.1 *Service Levels.* The Company's products or services are provided 24 hours per day, 7 days per week. The Company shall ensure 99.9% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). Where Up-time percentage averages less than 99.9% in a calendar month, the School District shall have the right to terminate the Agreement immediately upon written notice to the Company and shall be entitled to a refund of the School District's fees paid for the services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School District first had access to the Services through the date of termination.

7.2 *Limited Warranty.* For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's product or service to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company's then-current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School District shall be entitled to a refund of its fees paid for the products or services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School District first has access to the Company's products or services through the date of termination.

7.3 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.

7.4 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.

7.5 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:

- 7.5.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;
- 7.5.2 2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
- 7.5.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);
- 7.5.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
- 7.5.5 .5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease - Each Employee; \$1,000,000 - Policy Limit; and
- 7.5.6 Umbrella liability insurance with a minimum combined single limit of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement

immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.6 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.
- 7.7 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 7.8 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.
- 7.8 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.9 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 7.10 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest

payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.

- 7.11 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance .
- 7.12 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.13 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum. Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.
- 7.14 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County , Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.15 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.16 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.

111 DISTRICT 300

- 7.17 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.18 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

Appendix "A"

Insert a brief description. *"Nature of Products or Services Provided.* The Company has agreed to provide the School District the products and/or services outlined below:

World **Book** Digital Products

World Book Mobile

World Book Kids

World **Book** Student

World **Book** Discover

Enciclopedia Estudiantil Hallazgos

Early Learning

World Book Timelines

Exhibit "B"
SCHOOL DISTRICT DATA PROVIDED

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

	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English Language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Socialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	OPTIONAL - Student's choice to Provide
	Phone	<input type="checkbox"/>

Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student aJ)p username	<input type="checkbox"/>
	Student aJ)l) _2asswords	<input type="checkbox"/>
Student Name	First and/or Last. OPTIONAL - Student's Choice to Provide	
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up) and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>

111 DISTRICT 300

Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
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111 DISTRICT 300

None	No Student Data collected at this time. Provider will immediately notify D300 if this designation is no longer applicable .	<input type="checkbox"/>

|| | DISTRICT 300

World Book, Inc.

Community Unit School District 300

Sig

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A3BB358670FE4AD718B86C5B0A2FAD86 contract works

Signature

Donald D. Keller

Susan Harkin

Name

Vice -Pres ident, Finance

Chief Operating Officer

Title

February 15, 2021

04/28/2021

Date

Date



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: March 28, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Dan Opels
Executive Director of Facilities

Presented at the following Board Meetings	
Construction/Facility	04/12/2022
Finance	04/12/2022
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: HVAC Controls System Update Contract Renewal

Background

Control systems for district-wide HVAC-R are essential to the daily operations of our building systems. Our current user interface with Johnson Controls has begun to be phased in conjunction with Metasys 14 user interface and controls.

Johnson Controls, Inc. (JCI) proposes furnishing the new Metasys User Interface on the existing server at CUSD 300. The new MUI will be set up with the following features:

1. Graphics widget
2. Alarm manager
3. Remote notification
4. Schedule widget
5. Equipment dashboard
6. Advanced search and reporting

The existing site management portal will continue to be supported through Metasys Rev 12 with a phase-out at Metasys 14. We recommend the implementation of the MUI before the phase-out of SMP, so there is time to transition to the new user interface.

Administrative Recommendation

The administration recommends awarding a contract totaling \$62,675 to Johnson Controls, From Elgin, IL, to upgrade the HVAC-R controls and user interface on the Metasys system.

This will be paid for out of the Operations and Maintenance Fund (20).



PROPOSAL

Johnson Controls, Inc.
Controls Group
3007 Malmo Drive
Arlington Heights, Illinois 60005
Tel: 847-364-1500
FAX: 847-364-1536

TO: Dan Opels

DATE: November 11, 2021

PROJECT: CUSD 300
MUI Graphics

Johnson Controls, Inc. (JCI) proposes to furnish and the new Metasys User Interface on the existing server at CUSD 300. The new MUI will be set up with the following features:

1. Graphics widget
2. Alarm manager
3. Remote notification
4. Schedule widget
5. Equipment dashboard
6. Advanced search and reporting

The existing site management portal will continue to be supported through Metasys Rev 12 with a phase out at Metasys 14. We recommend the implementation of the MUI prior to the phase out of SMP so there is time to transition to the new user interface.

Total price for the new Metasys User Interface is \$62,675.00

Clarifications/Exclusions:

1. This proposal excludes all cutting, patching and painting.
2. This proposal is based upon straight time labor.
3. Graphics will not include space based relationships.

Thanks,

Sincerely,

Steve Green
Account Executive
Johnson Controls, Building Efficiency Group
(224)325-6210

This proposal is hereby accepted with the attached terms and conditions and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser :

 X
Signature

Company: CUSD 300

Name: Dan Opels

Title: Director of Facilities



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: April 12, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Jason Emricson
Executive Director of IT & Ops

Presented at the following Board Meetings	
Construction/Facility	
Finance	04/12/2022
Policy/Legislative	
School Utilization	
BOE 1st Reading	04/12/2022
BOE 2nd Reading	04/26/2022

SUBJECT: Approval of Copier and Printer Maintenance Contract Ext

Background

Copier

Community Unit School District 300 has a combination of multifunction copiers (MFP) and duplicators totaling 108. A third party has traditionally handled the service of these devices. These devices are highly utilized throughout the District for various curriculum and business needs, and it is essential to keep them functioning at a high level at all times.

The District would like to extend our service contract with Ricoh for two years to continue to provide support for our MFP fleet. Ricoh has agreed to hold their current pricing, \$0.0032 for B&W and \$0.04 for color.

Attached you will find a letter from Ricoh indicating that they are holding their pricing from 7/1/2022-6/30/2024.

Printer

Community Unit School District 300 has 187 networked printers, and Ricoh and a third-party organization have handled the service of these devices. These devices are utilized throughout the District for various curriculum and business needs, and it is essential to keep them functioning at a high level at all times.

The District would like to extend our service contract for Ricoh-supported printers for two years. Ricoh has agreed to hold their pricing, \$0.0079 for B&W and \$0.079 for color.

For the non-Ricoh printers, we are staying with a time and materials-based support with Genesis. No contract needs to be signed for the time and materials-based support.

Attached you will find a letter from Ricoh indicating that they are holding their pricing from 7/1/2022-6/30/2024.

Recommendation

The administration is recommending a 2-year contract extension to Ricoh for MFP maintenance. The rate for black and white clicks is \$0.0032, and for color, clicks is \$0.04. The cost is approximately \$204,000 annually. Any overage charges will be billed at the same per click rate.

The administration is recommending a 2-year contract to Ricoh for printer maintenance. Ricoh's black and white click rate is \$0.0079, and for color, click is \$0.079. The cost is approximately \$14,195.52 annually. Any overage charges will be billed at the same per click rate.

These expenses are included in the Technology Budget.

March 8, 2022

Diane White
Community Unit School District 300
2550 Harnish
Algonquin, IL 60102

Dear Ms. White,

Ricoh will keep the current maintenance/service contract CPC rates on both the Ricoh MFP fleet and Ricoh printer fleet at Community Unit School District 300 from July 1, 2022 – June 30, 2024. If any replacements or additional device are needed during this time, Ricoh will utilize the Omni pricing contract (formerly US Communities) or below that cost.

Ricoh MFPs (contract 4900480)

5,625,000 b/w pages and 375,000 color pages billed quarterly at \$33,000.

Overages billed annually at \$0.0032 per b/w page and \$0.04 per color page.

Ricoh Printers (contract 4583236)

57,875 b/w pages and 39,135 color pages billed quarterly at \$3,548.88.

Overages billed annually at \$0.0079 per b/w page and \$0.079 per color page.



David Fitzpatrick
Managing Director, VP



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: March 28, 2022
TO: Susan Harkin, Superintendent
Board of Education
FROM: Dan Opels
Executive Director of Facilities

Presented at the following Board Meetings	
Construction/Facility	04/12/2022
Finance	04/12/2022
Policy/Legislative	
School Utilization	
BOE 1 st Reading	04/12/2022
BOE 2 nd Reading	04/26/2022

SUBJECT: Roofing; Inspection, scans, reports, and budgeting

Background

Roofing is an essential part of District 300’s Master Facility Plan and yearly capital projects. Protecting the envelope of our buildings is paramount to the preservation and long-term operations of our building sites.

In conjunction with CUSD 300, IRSC proposes to conduct the Phase 3 - (RAMP) Updates. The survey work will include updating the Roof Asset Management Plan (RAMP) for each school; CMS, DCHS, Dundee Middle, LITH, and Lakewood. Any capital roofing work completed since the last survey will be incorporated, and a roof moisture scan will be performed. This will accompany an updated 5-year roofing expense and capital plan. The reports will be completed in time to perform any recommended roofing maintenance and repair work in the fall of 2022.

Administrative Recommendation

The administration recommends awarding a contract totaling \$21,000 to IRSC, From Elgin, IL, for RAMP updates for the following schools :

- Carpentersville Middle School: \$4,250.00
- Dundee-Crown High School: \$4,750.00
- Dundee Middle School: \$4,500.00
- Lake in the Hills Elementary School: \$3,500.00
- Lakewood Elementary School: \$4,000.00
- Total: \$21,000

This will be paid for out of the Operations and Maintenance Fund (20).



March 11, 2022

Mr. Dan Opels
Executive Director of Facilities
Community Unit School District 300
2605 Bunker Hill Drive
Algonquin, IL 60102

Re: Roof Consulting Services | Updated Roof Asset Management Plan (RAMP)
Community Unit School District 300: Phase 3 – Roof Asset Management Plan (RAMP) Updates

Dear Dan,

Thank you for contacting Interstate Roof Systems Consultants, Inc. (IRSC) to discuss and review the roof consulting needs for Community Unit School District 300. Based on our conversations, please accept this letter as our proposal to provide professional roof consulting services. Interstate Roof Systems Consultants, Inc. proposes the following services:

- I. UPDATED ROOF ASSET MANAGEMENT PLAN (RAMP): ROOF INSPECTION, EVALUATION, INFRARED MOISTURE SCAN, AND 5-YEAR EXPENSE / CAPITAL PLAN**
 - A. Visual inspection of the existing roof system components including membrane, flashings, and terminations.
 - B. Field verification of the existing roof areas including size, location of all roof penetrations, and roof-top equipment. Provide a scaled overall roof plan utilizing AutoCad.
 - C. Verification of the existing roof system construction by performing roof cores, as/if required. The roof cores would be performed by the school district's roof maintenance contractor, and related costs directly billed to the school district.
 - D. Photo documentation of overall roof conditions and any deficiencies observed.
 - E. Conduct a moisture scan of the existing roof areas utilizing infrared thermography performed by a certified thermographer. This work is performed at night with an infrared camera. Any observed anomalies are identified and marked on the roof surface (weather and seasonal dependent).
 - F. Evaluation of the existing roof systems for current condition and estimated remaining service life.
 - G. Update of the existing Roof Asset Management Plan (RAMP) including any recent capital improvements and new 5-year expense and capital improvement budget estimates.
 - H. Provide a comprehensive report including all the information above. This information will also be available electronically, so that it may be referenced and viewed by Facilities Personnel.

Roof & Building Envelope Solutions. Nationwide.

7853 E Arapahoe Ct., Ste. 1400
Centennial, CO 80112
(719) 345-6460

707 Davis Road, Ste A-100
Elgin, IL 60123
(847) 695-1460

16680 West Cleveland Ave., Ste A
New Berlin, WI 53151
(262) 336-8270

www.irscinc.com
info@irscinc.com



II. FEES

A. In accord with the scope of services described above, our base fee for the proposed services would be performed on a Lump-sum basis as follows:

Carpentersville Middle School:	\$4,250.00
Dundee-Crown High School:	\$4,750.00
Dundee Middle School:	\$4,500.00
Lake in the Hills Elementary School:	\$3,500.00
Lakewood Elementary School:	\$4,000.00

B. Fees are applicable through April 30, 2022.

C. Should this proposal be acceptable, please authorize us to proceed by signing below and returning a copy to us.

Accepted By: _____
 Date: _____
 By: _____
 Title: _____

We are confident that you will find these reports to be very informative and a valuable tool that will be referenced often when planning for yearly roofing expenses and capital improvement budgets. Based on the amount of facilities in the district, we recommended that the Roof Asset Management Plan (RAMP) updates be performed in several "phases". Per our original survey work, we recommend that the Carpentersville Middle School, Dundee-Crown High School, Dundee Middle School, Lake in the Hills Elementary School, and Lakewood Elementary School be resurveyed as part of the Phase 3 – Roof Asset Management Plan (RAMP) Updates.

Dan, thanks again for this opportunity to be of service. We look forward to working with you and Community Unit School District 300 on developing a long-term roof consulting relationship. Please feel free to give me a call should you have any questions about our proposed roof consulting services and related fee.

Sincerely,

INTERSTATE ROOF SYSTEMS CONSULTANTS, INC.



Thomas J. Varga
 Digital Signature

Thomas J. Varga, RRC
 Sr. Project Manager
 tvarga@irscinc.com

Roof & Building Envelope Solutions. Nationwide.

7853 E Arapahoe Ct., Ste. 1400
 Centennial, CO 80112
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 New Berlin, WI 53151
 (262) 336-8270

www.irscinc.com
info@irscinc.com



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: March 31, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Anthony McGinn
Chief of Communications

Presented at the following Board Meetings	
Construction/Facility	
Finance	4/12/2022
Policy/Legislative	
School Utilization	
BOE 1st Reading	4/12/2022
BOE 2nd Reading	4/26/2022

SUBJECT: Webpage Services & Rapid Communications System Contract Renewal

Background

The attached contract is for a renewal of District 300’s use of BlackBoard products, including BBComms (Blackboard’s Rapid Communication System) and Web Community Manager, which serves as the content management system and hosting platform for District 300 and all our school websites.

This contract renewal includes the addition of a new website for Big Timber Elementary School and Regulatory Template Maintenance. There is an additional prorated fee of \$781.75 to set up the new school website and will co-term with the annual contract renewal.

This proposed contract recommends a three-year extension for District 300’s usage of BBComms and the Web Community Manager. The vendor has agreed to hold our current pricing for existing services.

Recommendation

The administration recommends the approval of the BlackBoard, Inc. contract for a three (3) year term, 07/1/2022 - 06/30/2025, with an annual contract amount of \$56,553.30. The total award for the three (3) year term is \$170,441.65.



This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Community Unit School District 300** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	\$57,335.05
Period 2	\$56,553.30
Period 3	\$56,553.30
Contract Total	\$170,441.65

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-ACT-SITE	ACTIVATION ADD-ON SITE	02-Feb-2022 to 30-Jun-2023	\$50.00
1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT	02-Feb-2022 to 30-Jun-2023	\$1,373.01
1	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 1 Band: More than 20,000 FTE	02-Feb-2022 to 30-Jun-2023	\$1,149.74
1	AS-ICMK12-MN	ICM FOR K12 MN PREMIUM SERVICE	01-Jul-2022 to 30-Jun-2023	\$1,350.00
20730	BC-MN	MASS NOTIFICATIONS	01-Jul-2022 to 30-Jun-2023	\$6,840.90
20730	MCA-APPI	MOBILE COMMUNICATIONS APP INTG	01-Jul-2022 to 30-Jun-2023	\$20,730.00
1	WCM-SVC-ICM	SERVICES CUSTOM DEVEL MAINT	01-Jul-2022 to 30-Jun-2023	\$207.00
1	WCM-SVC-ICM	SERVICES CUSTOM DEVEL MAINT	01-Jul-2022 to 30-Jun-2023	\$240.00
1	WCM-SVC-ICM	SERVICES CUSTOM DEVEL MAINT	01-Jul-2022 to 30-Jun-2023	\$180.00
26	WCM-PREMSUP	SUPPORT PREMIUM+ SUPPORT PLAN Entitlements for Period 1 Band: 1 - 2,000 Students	01-Jul-2022 to 30-Jun-2023	\$3,182.40
27	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 1 Band: 1 - 2,000 Users	01-Jul-2022 to 30-Jun-2023	\$22,032.00
Period 1 Total				\$57,335.05

Period 2				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT	01-Jul-2023 to 30-Jun-2024	\$975.00
1	AS-ICMK12-MN	ICM FOR K12 MN PREMIUM SERVICE	01-Jul-2023 to 30-Jun-2024	\$1,350.00

20730	BC-MN	MASS NOTIFICATIONS	01-Jul-2023 to 30-Jun-2024	\$6,840.90
20730	MCA-APPI	MOBILE COMMUNICATIONS APP INTG	01-Jul-2023 to 30-Jun-2024	\$20,730.00
1	WCM-SVC-ICM	SERVICES CUSTOM DEVEL MAINT	01-Jul-2023 to 30-Jun-2024	\$207.00
1	WCM-SVC-ICM	SERVICES CUSTOM DEVEL MAINT	01-Jul-2023 to 30-Jun-2024	\$180.00
1	WCM-SVC-ICM	SERVICES CUSTOM DEVEL MAINT	01-Jul-2023 to 30-Jun-2024	\$240.00
26	WCM-PREMSUP	SUPPORT PREMIUM+ SUPPORT PLAN Entitlements for Period 2 Band: 1 - 2,000 FTE	01-Jul-2023 to 30-Jun-2024	\$3,182.40
27	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 2 Band: 1 - 2,000 FTE	01-Jul-2023 to 30-Jun-2024	\$22,032.00
1	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 2 Band: More than 20,000 FTE	01-Jul-2023 to 30-Jun-2024	\$816.00
Period 2 Total				\$56,553.30

Period 3				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT	01-Jul-2024 to 30-Jun-2025	\$975.00
1	AS-ICMK12-MN	ICM FOR K12 MN PREMIUM SERVICE	01-Jul-2024 to 30-Jun-2025	\$1,350.00
20730	BC-MN	MASS NOTIFICATIONS	01-Jul-2024 to 30-Jun-2025	\$6,840.90
20730	MCA-APPI	MOBILE COMMUNICATIONS APP INTG	01-Jul-2024 to 30-Jun-2025	\$20,730.00
1	WCM-SVC-ICM	SERVICES CUSTOM DEVEL MAINT	01-Jul-2024 to 30-Jun-2025	\$207.00
1	WCM-SVC-ICM	SERVICES CUSTOM DEVEL MAINT	01-Jul-2024 to 30-Jun-2025	\$180.00
1	WCM-SVC-ICM	SERVICES CUSTOM DEVEL MAINT	01-Jul-2024 to 30-Jun-2025	\$240.00
26	WCM-PREMSUP	SUPPORT PREMIUM+ SUPPORT PLAN Entitlements for Period 3 Band: 1 - 2,000 FTE	01-Jul-2024 to 30-Jun-2025	\$3,182.40
27	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: 1 - 2,000 FTE	01-Jul-2024 to 30-Jun-2025	\$22,032.00
1	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: More than 20,000 FTE	01-Jul-2024 to 30-Jun-2025	\$816.00
Period 3 Total				\$56,553.30

B. Terms

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Following the Initial Term, this Order Form will renew at District 300 discretion for successive periods of one (1) year each (each a "Renewal Term").
3. **Effective Date: February 02, 2022**

C. Payment Terms

1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. Blackboard shall invoice Customer for the amounts due in respect of the first year of the Initial Term on or about 01-Jul-2022.
3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Sales Approved:


Initial:

Sales Approved:

Initial:

Customer: **COMMUNITY UNIT SCHOOL DISTRICT 300**
Signature:

Name:
Title:
Date:

BLACKBOARD INC.
Signature:


Name: Michael Pohorylo
Title: Associate General Counsel
Date: March 31, 2022

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.
PO Number: PO Amount:
Attach PO or send PO to Operations@blackboard.com(Optional):
Attach Tax Exemption (Optional):

Invoicing
Send Invoices via email to:
1. Name: Email:
2. Name: Email:
3. Name: Email:

**Community Unit School District 300
and Blackboard Inc.
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between Community Unit School District 300 (the "School District") and Blackboard Inc.(the "**Company**") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the Master Terms Agreement Order Form effectively dated December 01, 2018, and duly signed by the parties on January 14, 2019, between the Parties (the "Agreement"). . This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any Data Privacy provision in this Addendum results in any conflict or inconsistency between those Data Privacy provisions in the Agreement and this Addendum, this Addendum shall govern Data Privacy and any Data Privacy term in the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

- 2.1 **Nature of Products or Services Provided.** The Company has agreed to provide the following products and/or services to the School District as outlined in Appendix 1 to this Addendum.
- 2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide the following **categories or types of School District Data** to the Company:

School District Data Provided. To allow the Company to provide the agreed-to products and/or services, the School District will provide the categories or types of School District Data to the Company outlined in Appendix [#2] to this Addendum.

- 2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

- 3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

- 4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.
- 4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.
- 4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:
- 4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional

service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure

that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.

5.1.1 Security Procedures and Practices. The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

5.1.2 Storage of Data. The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.

5.1.3 Audit of Safeguards. The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company's storage of School District Data at the School District's expense to ensure compliance with the terms of the Agreement and this Addendum.

5.1.4 Reasonable Methods. The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.

5.2 Privacy Policy. The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions

or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

- 5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 4.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information. Upon request, the Company agrees to send with or in lieu of the written certificate required by this *Section 4.3* written evidence of parental/guardian consent for any data maintained.
- 5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.
- 5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.
- 5.5.1 In the event of a data breach, the Company agrees to the following:
(1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than seventy-two (72) hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred,

the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section 5.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its

successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

- 6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

7.1

7.1 Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.

- 7.2 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the gross negligence or misconduct of Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.

- 7.3 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:

7.3.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;

7.3.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);

7.3.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);

- 7.3.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
- 7.3.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee; \$1,000,000 – Policy Limit; and
- 7.3.6 Umbrella liability insurance with a minimum combined single limit of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.4 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12

months and terminate the School District's license to use the Company's product.

- 7.5 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Further, any provisions requiring the School District to release its class action rights is deleted.
- 7.6 *Mutual Limitation of Liability.* Intentionally Omitted.
- 7.7 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 7.8 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
- 7.9 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, national or global pandemic, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.10 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.11 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum.

Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.

- 7.12 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.13 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.14 *Termination.* Upon 30 days advance notice, the School District may terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum, unless Company has cured such breach prior to the expiration of the 30-day period.
- 7.15 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.16 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

Blackboard Inc.

Community Unit School District 300

Signature

Signature

Name Bill Jones

Name Susan Harkin

Title Deputy General Counsel

Title Chief Operating Officer

Date

Date



**COMMUNITY UNIT SCHOOL DISTRICT NO. 300
BOARD of EDUCATION MEMO**

DATE: March 29, 2022

TO: Susan Harkin, Superintendent
Board of Education

FROM: Jennifer Porter
Chief Financial Officer

Presented at the following Board Meetings	
Construction/Facility	03/07/2022 04/12/2022
Finance	03/07/2022 04/12/2022
Policy/Legislative	
School Utilization	
BOE 1st Reading	03/15/2022 04/12/2022
BOE 2nd Reading	03/15/2022 04/26/2022

SUBJECT: Village of Carpentersville IGA for Huntley Square Property, Old Town

Background

Attached for your review is a proposed intergovernmental agreement (IGA) with the Village of Carpentersville for a proposed development on the Huntley Square Property. The property is in the existing Old Town tax increment financing (TIF) district established in January 2016. This IGA was modeled after the Village of West Dundee's 2018 Main Street / Route 31 IGA with the District.

Below is an overview of the proposed IGA:

- **Location-** Huntley Square Property, Intersection of Route 31 and Huntley Road
- **Size-** 3-acre site with an underground parking garage
- **Developer-** WT Group based out of Hoffman Estates, IL
- **Development-** 133 residential luxury apartments including studio, 1-bedroom, and 2- bedroom options- Rental \$1,255-\$1,915 per month
- **Build out completion-** estimation of 12 months, anticipated completion Summer 2023
- **Enrollment Impact from the site-** the minimal-the potential of 7 students based on projections utilizing the Naperville model
- **Current EAV of property-** \$396k
- **Estimated EAV upon completion-** \$7.6M
- **Estimated EAV upon the termination of the TIF (2038)-** \$9M
- **Estimated Impact Fees received-** \$44k
- OTTO Engineering has sold the property to the developer, WT Group. This transaction occurred the week of February 28, 2022.

The agreement outlines that IF the development increases students to District 300, the District shall receive a portion of the incremental real estate taxes utilizing the per capita tuition charge from the previous year's audit at the rate of 25%. The District will need to submit an annual invoice to the Village utilizing our September enrollment figures. The give of the District is that the District waives any objections related to the proposed residential development known as Iron Flats. This agreement is based on the IGA we have with West Dundee. The give of the District is that the District waives any objections in relation to the proposed residential development known as Iron Flats.

Recommendation

The Administration recommends that the Board approve the IGA as presented.

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CARPENTERSVILLE, KANE COUNTY, ILLINOIS, AND
COMMUNITY UNIT SCHOOL DISTRICT NO. 300
REGARDING THE PROPOSED IRON FLATS REDEVELOPMENT PROJECT
WITHIN THE OLD TOWN TIF DISTRICT OF THE VILLAGE OF
CARPENTERSVILLE**

THIS INTERGOVERNMENTAL AGREEMENT (the "*Agreement*") is entered into as of the 26th day of April 2022, by and between the Village of Carpentersville, Kane County, Illinois (the "*Village*"), a home-rule municipal corporation of the State of Illinois and Community Unit School District No. 300 (the "*District*"), an Illinois school district situated in Kane, McHenry, Cook, and DeKalb Counties, Illinois (collectively, the "*Parties*").

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government and school districts may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Village and the District are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have identified certain areas within the Village's corporate boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site improvements, if not addressed, will seriously impede the primary goals of the Village to promote the health, safety and welfare of its citizens by encouraging private investment in order to enhance the Village's tax base, ameliorate blight and provide job opportunities for its residents; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the Village's authority and powers as a home rule unit of local government, the Corporate Authorities on January 5, 2016 adopted TIF Approval Ordinances approving the Old Town

Redevelopment Plan, designating the TIF District, and adopting tax increment financing for the “Old Town” TIF District (“*TIF District*”); and

WHEREAS, the District recognizes the long-term benefits and importance of economic development within the Village; and,

WHEREAS, the Village recognizes the long-term financial impact of tax increment financing on the District's ability to provide high-quality education and desires to partially mitigate any financial hardship the District may suffer from the use of tax increment financing; and

WHEREAS, the District desires to work with the Village to assure that the benefits of the TIF Act, as applicable to the TIF District, shall be prudently utilized and limited to instances which demonstrate that "but for" TIF assistance development would not occur; and,

WHEREAS, the Village and District agree that it is in their mutual best interests and the best interests of their citizens and taxpayers to cooperate with each other in regards to the implementation of the Old Town Redevelopment Plan and to apply the revenues available through the TIF Act pursuant to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereafter set forth, the Parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The District hereby:

- (a) waives any and all objections relating to the establishment of the TIF District as well as a proposed 130-unit residential housing development referred to as Iron Flats (“*Project*”) and/or tax increment financing associated with the Project located at the southwest corner of Main Street and Western Avenue; and
- (b) covenants and agrees not to initiate or participate, whether directly or indirectly, in any challenge to the approval of any redevelopment agreement(s) related to the Project, including any actions taken by the Village in respect thereto as well as the establishment of the TIF District.

Section 3. In the event the Village approves a redevelopment agreement pursuant to the Project, the District shall receive a portion of the incremental real estate taxes, as hereinafter

defined, attributable to the estimated 130 market rate apartments to be constructed as part of the Project, utilizing the per capita tuition charge from the previous year's audit at the rate of twenty-five percent (25%). The District shall submit an annual invoice to the Village utilizing the September enrollment figures on or prior to October 1st of each year. The Village covenants and agrees that the terms of Cost Reimbursement to the District in this Section 3 pertain to the Iron Flats Project, and any potential additional future residential development in the TIF District shall require separate consideration by the Parties.

The parties agree that the sole source of payment to the District under this Section 3 shall be the "incremental real estate taxes", as defined from the levies upon the real property on which the below Project is situated received by the Village and no other fund or revenues of the Village shall be utilized toward the payments due the District pursuant to this Section 3.

For purposes of this Agreement, "incremental real estate taxes" shall mean, the portion of the *ad valorem* real estate taxes arising from levies upon the Project by taxing districts that is attributable to the increase in the current equalized assessed value of the taxable real property in the Project Area over the initial equalized assessed value of the Project, as determined in accordance with Section 5/11-74.4-9 of the TIF Act, which has been paid to the Treasurer of the Village for deposit by the Treasurer into the Old Town Special Tax Allocation Fund established to pay redevelopment project costs and obligations incurred.

Section 4. If, for any reason, the Project does not move forward, this Agreement shall be null and void and the Parties shall have no furtherer obligations to one another. Further, this Agreement and all obligations hereunder, shall terminate upon termination of the TIF District or expiration of the Project Redevelopment Agreement with the Village of Carpentersville, whichever occurs first. Provided, however, that the Village shall make all payments required under Section 3 herein due to the District for the time period prior to termination.

Section 5. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

If to the District: Community Unit School District 300
 Administrative Building
 2550 Harnish Drive

Algonquin, IL 60102
Attn: Chief Financial Officer, Jennifer Porter

If to the Village: Village of Carpentersville
1200 LW Besinger Drive
Carpentersville, IL 60110
Attn: Village Manager Eric Johnson

With a copy to: Bradford S. Stewart
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 6 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 7. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 8. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 9. In the event of default, the non-defaulting party shall be entitled to recover any and all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing the terms of this Agreement against the defaulting party. To the extent permitted by law, a party shall not be considered to be in default under this Agreement until the non-defaulting party provides written notice to such party with thirty (30) days to cure such default. In the event the defaulting party fails to cure within such thirty (30) day period, the non-defaulting party may pursue all of its rights and remedies in law and equity.

Section 10. Village and District each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Carpentersville , Illinois.

Village of Carpentersville, Kane County
Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk

Community Unit School District No., 300,
Kane, McHenry, Cook, and
DeKalb Counties, Illinois

By: _____
Its _____ President

Attest:

Its Secretary