



Thornton Fractional
HIGH SCHOOL DISTRICT 215
BURNHAM • CALUMET CITY • LANSING • LYNWOOD

May 8, 2024
Committee of the Whole

6:00 PM

Thornton Fractional Center for Academics & Technology
1605 Wentworth Ave.
Calumet City, IL 60409

1. Welcome

- A. Roll Call
- B. Pledge of Allegiance

2. Communication/Public Comment

3. Buildings Grounds/Safety Committee--Member Townsend

- A. Building Usage Report

4. Finance Committee--Member Jackson

- A. SBA First Amendment to Ground Lease of Cel Tower--TF South

5. IT Committee--Member Wilson

- A. Chromebook Security Software Agreement
- B. Data Analytics & Insights System
- C. Copier and Managed Printer Service Proposal

6. Curriculum Committee--Member Ballard

- A. Consolidated District Plan
- B. E-Learning Plan

7. Equity Committee-Jacqueline Terrazas

- A. South SEL follow-up

8. Behavior Intervention/Parent-Teacher Advisory Committee--Member Newman

- A. Student Discipline Audit Plan

9. Adjourn

Building Rentals
2023-2024
5/1/2024

School	MO	YR	Organization	Cat	Facilities	Usage	Date	Facility	Interest	Maintenance/O ther	Total	Paid to date	Balance due	
TFN	1	2018	Big Bow, LLC (DEFUNCT)	Commercial	Purple Gym and Band Room	Cheer Competition	2/10/2018	\$ 775.00		\$ 280.00	\$ 1,055.00	\$ 600.00	\$ 455.00	
TFN	4	2018	Big Bow, LLC (DEFUNCT)	Commercial	Purple Gym and Gold Gym	Cheer Competition	2/10/18 3/3/18 and 4/21/2018	\$ 2,100.00	\$	\$ 760.00	\$ 2,860.00	\$ 1,950.00	\$ 910.00	
TFS	5	2019	Illinois Thunder	Community	Red Gym	Girl's Basketball	6/8/2019	\$ -	\$ 120.00	\$ 360.00	\$ 480.00	\$ 480.00	\$ -	
TFS	7	2021	Village of Lansing	Community	Red Gym	Music Program back up venue	7/28/2021	-	-	-	\$ -	-	-	
TFN	8	2021	Calumet City Thunderbolts	Community	Football Field	Football and cheer program	9/11-9/18/2021	\$ -	\$ -	\$ 720.00	\$ 720.00	\$ 720.00	\$ -	
TFN	8	2021	Calumet City Chargers	Community	Football Field	Fall Season Football	9/5, 9/19, 10/3, 10/17	\$ -	\$ -	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ -	
TFN	9	2021	City of Calumet City, IL	Community	Property tax appeal	Auditorium	9/7/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TFN	9	2021	Calumet City Thunderbolts	Community	Football Field	Football and cheer program	9/25/2021 and 10/9/2021	\$ -	\$ -	\$ 880.00	\$ 880.00	\$ 880.00	\$ -	
TFS	10	2021	Lansing Knights of Columbus	Community	Swimming Pool and Lockers	Swimming Program	Tuesdays 9/27/21- 6/12/22	\$ -	\$ -	\$ -	\$ -		\$ -	
TFN	12	2021	TFN Booster Club	Community	Purple and Gold Gyms	Bob Hambric Shootout	Cancelled Refund Issued		\$	\$	\$ 800.00	\$ 800.00	\$ 400.00	\$ 400.00
TFS	1	2022	TFS Athletic Boosters	Community	Cafeteria	Pancake Breakfast	New Date 3/26/2022	\$ -	\$ -	\$ 520.00	\$ 520.00	\$ 520.00	\$ -	
TFS	1	2022	MABAS 24 - Lansing Fire Department	Community	Pool	Fire Rescue Emergency Services Training	2/10, 2/23, 3/8, 3/16, 4/13, 10/18, 11/9, 12/7, 12/12/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TFS	3	2022	Lansing Chamber of Commerce	Community	Cafeteria	Pancake Breakfast with the Easter Bunny	4/2/2022			\$ 400.00	\$ 400.00	\$ 400.00	\$ -	
TFN	3	2022	MORE Youth Foundation	Commercial	Purple Gym	Basketball Showcase	3/26-27/2022	\$ 800.00	\$ 100.80	\$ 680.00	\$ 1,580.80	\$ 640.00	\$ 940.80	

Building Rentals
2023-2024
5/1/2024

School	MO	YR	Organization	Cat	Facilities	Usage	Date	Facility	Interest	Maintenance/Other	Total	Paid to date	Balance due
TFS	4	2022	Village of Lansing	Community	Red Gym	Music Program - RAIN back-up- venue	7/22/2022	\$ 320.00	\$ -	\$ -	\$ 320.00	\$ -	\$ 320.00
TFN	4	2022	Ultimate Threat Dance	Commercial	Gold Gym	Dance Competition	5/22/2022	\$ 300.00	\$ -	\$ 460.00	\$ 760.00	\$ 760.00	\$ -
TFN	4	2022	Calumet City School District 155	Community	Purple Gym	2022 Graduation Ceremony	5/24 Practice 5/25/22 Ceremony	\$ -	\$ -	\$ 575.00	\$ 575.00	\$ 575.00	\$ -
TFN	5	2022	Calumet City Thunderbolts	Community	Football Field	Football and cheer program	5/21/2022	\$ -	\$ -	\$ 360.00	\$ 360.00	\$ 360.00	\$ -
TFN	5	2022	CAL RIDGE ATHLETIC CONFERENCE/ LINCOLN ELEMENTARY	Community	Track & Field	Track meet	5/4/2022	\$ -	\$ -	\$ 360.00	\$ 360.00	\$ 360.00	\$ -
TFN	5	2022	City of Calumet City, IL	Community	Purple Gym	State of the City	Date Change 6/24/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TFN	5	2022	Illinois Thunder	Community	Purple Gym	Girl's Basketball	6/1,6,8,13,15, 22, 7/6, 11, 13, 18, 20, 25, 27	\$ -	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ -
TFN	7	2022	City of Calumet City, IL	Community	Football Field/Purple Gym (Rain)	Breast Cancer Awareness Event	10/8/2022	\$ -	\$ -	\$ 240.00	\$ 240.00	\$ 240.00	\$ -
TFS	7	2022	Memorial Jr. High D158	Community	Softball Field	Softball Practice and Games	7/31/2022- 9/1/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TFN	8	2022	Calumet City Thunderbolts	Community	Football Field	Football and Cheerleading	8/27, 9/3, 9/17, & 9/24/2022	\$ -	\$ -	\$ 2,130.00	\$ 2,130.00	\$ 800.00	\$ 1,330.00
TFN	8	2022	Calumet City Chargers	Community	Football Field, Concessions, restrooms	Football	8/28, 9/11, 10/02, 10/16	\$ -	\$ 72.00	\$ 2,160.00	\$ 2,232.00	\$ 2,232.00	\$ -
TFS	9	2022	Lansing Knights of Columbus	Community	Swimming Pool and Lockers	Special Olympics Swimmimg Program	Tuesdays 9/27/22- 6/6/23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TFN	12	2022	TFN Booster Club	Community	Purple & Gold Gyms, concessions, Rm. 140	Bob Hambric Shootout	1/14-15/2023	\$ -	\$ -	\$ 1,040.00	\$ 1,040.00	\$1,040.00	\$ -

Building Rentals
2023-2024
5/1/2024

School	MO	YR	Organization	Cat	Facilities	Usage	Date	Facility	Interest	Maintenance/O ther	Total	Paid to date	Balance due
TFS	1	2024	TFS Athletic Boosters	Community	Café and Kitchen	Pancake Breakfast	2/3/2024	\$ -	\$ -	\$ 520.00	\$ 520.00	\$ 520.00	\$ -
TFN	1	2024	District 155	Community	Auditorium/ Gym	2024 Graduation Ceremony	5/28/24 Rehersal - 5/29/24 Ceremony	\$ -	\$ -	\$ 400.00	\$ 400.00		\$ 400.00
TFN	2	2024	Calumet City Chargers	Community	Gold Gym	Off-season Conditioning	2/21, 2/28, 3/6, 3/13, 3/20, 3/27/2024	\$ -	\$ -	\$ 700.00	\$ 700.00	\$280.00 including credit of \$420.00	\$ -
TFS	2	2024	District 155	Community	Red Gym	Basketball Tournament	3/23/2024	\$ -	\$ -	\$ 280.00	\$ 280.00	\$0.00	\$ 280.00
TFN	3	2024	DJ Moore Football Camp	Commercial	Football Field	Football Camp	6/1/2024	\$ 1,000.00	\$ -	\$ 240.00	\$ 1,240.00	\$ 1,240.00	\$ -
TFS	3	2024	Lan Oak Park District	Community	Red Gym	Basketball Tournament	3/23/2024	\$ -	\$ -	\$ 280.00	\$ 280.00	\$ 280.00	\$ -
TFN	4	2024	TFN Boosters	Community	Auditorium	Fashion Show	4/27/2024	\$ -	\$ -	\$ 770.00	\$ 770.00	\$ 385.00	\$ 385.00
TFN	4	2024	City of Calumet City, IL	Community	Track & Field	Breast Cancer Walk	10/12/2024	\$ -	\$ -	\$ 280.00	\$ 280.00	\$ -	\$ 280.00
TFS	4	2024	Cal-Ridge conference track meet (D171 sponsor)	Community	Track & Field	Track meet	4/30/2024	\$ -	\$ -	\$ 480.00	\$ 480.00	\$ 480.00	\$ -



MEMORANDUM

Date: May 8, 2024

To: Mr. John Robinzine, Interim Superintendent & Board of Education

From: Teresa A. Bishop, Executive Director of Finance & Operations/CSBO

Subject: SBA First Amendment to Ground Lease of Cel Tower– TF South

Recommended Action

To discuss SBA's proposed First Amendment to Ground Lease of Cel Tower at TF South.

Background

SBA is currently leasing a cel tower owned by the district at TF South, and we are receiving \$1,487 per month in rental revenue. The lease agreement has been ongoing since November of 2006.

SBA has been unable to secure a tenant for this tower. That said, they are requesting revision of the lease agreement. Major provisions of the proposed agreement are as follows:

- Extension of renewal options from November 27, 2031 to November 27, 2041
- Rent abatement for 36 months, beginning with the date this agreement is signed (potential loss of revenue to the district over a 3-year period of \$53,532 (\$1487 X 36 months))
 - Should SBA procure a tenant within this 3-year period, rent payments of \$1,487 monthly plus escalation will resume on the 1st day of the month following the first rent payment by SBA sublessee.

SBA currently does not have a tenant, although they have been paying the rent for many years. I believe it is worth foregoing the rent and possibly having this income source again after three years, or sooner if a tenant is obtained. Please be advised that SBA can cancel our current agreement at any time with a 30-day notice.

Other cellular service companies are also experiencing the same issues and asking for rent concessions. I have attached a recent article from the Lansing Journal regarding the Village of Lansing, which addresses the same topic.

Funding source if applicable: N/A

Attachment: First Amendment to Ground Lease of Cel Tower
Lansing Journal article April 3, 2024 – Village of Lansing cel tower discussion

Prepared by: Catherine Hutchison
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
800-487-7483 ext. 9362

Parcel ID: 30-31-412-006-8002,
30-31-412-005-8002 & 30-31-413-003-0000

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (“First Amendment”) is executed this ____ day of _____, 202__ (“Effective Date”) by and between **Board of Education, Thornton Fractional High School District 215**, having an address at 18601 Torrence Avenue, Lansing, IL 60438 (“Landlord”) and **SBA 2012 TC Assets, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, FL 33487 (“Tenant”).

WHEREAS, Landlord, and Nextel West Corp., a Delaware corporation, entered into that certain Ground Lease dated November 28, 2006, as evidenced by that certain Memorandum of Agreement dated December 20, 2010, and recorded January 18, 2011, as Document No. 1101815010 (hereinafter referred to as, “Lease”) and assigned to Tenant, f/k/a TowerCo Assets LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease dated September 23, 2008, and recorded January 13, 2009, as Document No. 090131703; said recordings of the Official Records of Cook County, Illinois, for Tenant’s use of a portion of the real property (hereinafter referred to as “Leasehold Parcel”), together with access and utilities thereto, located at 18500 Burnham Avenue, Lansing, IL 60438 (hereinafter referred to as “Premises”), being more particularly described in the attached **Exhibit “A”**; and

WHEREAS, Landlord and Tenant desire and intend to amend and supplement the Lease as provided herein.

NOW, THEREFORE, for good and valuable consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree, and bind themselves to the following modifications to the Lease:

1. **Section 5. Option to Renew**, of the Lease is hereby amended to include the following:

In addition to the renewal terms as referenced in the Lease, the Lease is hereby amended to include two (2) additional successive terms of five (5) years (each hereinafter referred to as a "Renewal Term"). Each Renewal Term shall be deemed automatically extended, unless Tenant notifies Landlord of its intention not to renew the Lease at least sixty (60) days prior to the commencement of the succeeding Renewal Term. The first additional Renewal Term shall commence on November 28, 2031, upon the expiration of the Renewal Term expiring on November 27, 2031.

2. **Section 7. Base Rent**, of the Lease is hereby amended to include the following:

Commencing on the first (1st) day of the month following the Effective Date of this First Amendment, rent ("Base Rent") and any escalations pursuant to the terms of the Lease shall be abated for a period of thirty-six (36) months ("Abatement Period"). Base Rent and any escalations shall resume upon the expiration of the Abatement Period according to the terms of the Lease. However, in the event that Tenant enters into a new sub-tenancy with any broadband telephony provider during the Abatement Period, Base Rent and any escalations will resume pursuant to the terms of the Lease upon the first (1st) day of the month following the commencement of rent payment by Tenant's sublessee.

3. **Section 28. Notice**, of the Lease is hereby amended as follows:

Landlord: Board of Education, Thornton Fractional
High School District 215
18601 Torrence Avenue
Lansing, IL 60438

Tenant: SBA 2012 TC Assets, LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: IL46548-A / Tf South Football Field

4. Capitalized terms not defined in this First Amendment will have the meaning ascribed to such terms in the Lease.
5. This First Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Premises is located without regard to principles of conflicts of law.

6. Except as specifically set forth in this First Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall take precedence.
7. Landlord acknowledges that the attached **Exhibit "A"** may be preliminary or incomplete and, accordingly, Tenant may replace and substitute such exhibit with an accurate survey and legal descriptions of the Leasehold Parcel and easements and re-record this First Amendment without obtaining the further approval of Landlord. Following such re-recording, the descriptions of the Leasehold Parcel and easement described therein shall serve as the descriptions for same for all purposes under the Lease.
8. Landlord represents and warrants to Tenant that Landlord is the sole owner in fee simple title to the Premises and Landlord's interest under the Lease and that consent or approval of no other person is necessary for Landlord to enter into this First Amendment.
9. This First Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same First Amendment.
10. Tenant shall have the right to record this First Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the dates written below.

LANDLORD:

**Board of Education, Thornton Fractional
High School District 215**

By: _____
Patricia Stepp, President

STATE OF ILLINOIS

COUNTY OF _____

I, _____ the undersigned Notary Public, do hereby certify that on the ____ day of _____, 202____, Patricia Stepp, President of the Board of Education, Thornton Fractional High School District 215, personally appeared before me and being first duly sworn by me severally acknowledged that she signed the foregoing document in the respective capacity therein set forth and declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Notary Public _____
My Commission Expires _____

(NOTARY SEAL)

WITNESSES:

TENANT:

**SBA 2012 TC Assets, LLC, a Delaware
limited liability company**

Print Name: _____

By: _____
Joshua Koenig, Executive Vice
President and General Counsel

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by Joshua Koenig, Executive Vice President and General Counsel of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me and did not take an oath.

Notary Public _____
My Commission Expires _____

(NOTARY SEAL)

EXHIBIT "A"

Premises

Legal description to be incorporated upon receipt of final survey.

Parcel 1:

The South 4 acres of that part lying North of the South line of the Northeast quarter of the Southeast quarter of Section 31, Township 36 North, Range 15, East of the Third Principal Meridian, of Lot 25 in Winterhoff and Schultz Addition to Lansing, being a subdivision of the West 30 acres of the East half of the Southeast quarter of Section 31, aforesaid excepting that part of said South 4 acres lying West of a line drawn North parallel with the West line of said Tract from a point in the South line of said Tract 178 feet East of the Southwest corner thereof, 279.93 feet; thence Northeasterly 70.53 feet to a point in the North line of said Tract included in Schultz Highlands, a subdivision of part of the East half of the Southeast quarter of Section 31, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That part of Lot 25 (except the West 170 feet thereof) lying within the Southeast quarter of the Southeast quarter of Section 31 (except the North 3 acres of said part of Lot 25) in Winterhoff and Schultz's Addition to Lansing, being a subdivision of part of the West 30 acres of the East half of the Southeast quarter of Section 31, Township 36 North, Range 15 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3:

The North 3 acres of Lot 25 lying within the Southeast quarter of the Southwest quarter of Section 31 (except the West 30 feet and except the North 30 feet of the East 148 feet of the West 178 feet of said North 3 acres of said part of Lot 25) in Winterhoff and Schultz's Addition to Lansing, being a subdivision of part of the West 30 acres of the East half of the Southeast quarter of Section 31, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.



Mayor Patty Eidam reads a proclamation during the April 2 Village Board meeting. (Photo: Josh Bootsma)

Local government

Verizon cell tower agreement changes, proclamations for fallen heroes and child abuse prevention – a Village Board summary

By [Josh Bootsma](#) • April 3, 2024

👁 403

LANSING, Ill. (April 3, 2024) – The Lansing Village Board of Trustees met on Tuesday, April 2 to discuss and vote on village business, including a change to Verizon’s cell tower agreement, and two proclamations, one regarding Lansing Fallen Heroes Day and the other regarding Child Abuse Prevention Month.

Verizon cell tower agreement changes

During the Committee of the Whole meeting Tuesday night, Village Administrator Dan Podgorski presented the Board of Trustees with a potential change to the village's agreement with Verizon.

Verizon has a contract with the Village of Lansing to use the water towers located at 19300 Burnham Avenue and 18249 Chicago Avenue to place their equipment to provide cellular service to its customers. The company is starting to move away from large "macro" sites — such as water towers — and turning to smaller "micro" sites — such as utility and light poles — Podgorski said.



Village Administrator Dan Podgorski speaks during the April 2, 2024, Village Board meeting. (Photo: Josh Bootsma)

Despite the change in priority for Verizon, Podgorski said the company still sees long-term value in having their equipment on Lansing's water towers, and it proposed a re-negotiation of terms.

The new terms would see Verizon's commitment extended an additional 25 years, to 2064 (Burnham site) and 2065 (Chicago site). The monthly amount the village would receive for each site combined would be reduced from \$5,420 to \$4,610.

"The thought was, do you roll the dice for an extra \$10,000 a year when they could come along and say, 'You know what, we're going to take our equipment down and go somewhere else?'" Podgorski said. "My recommendation is to accept these terms. It's a little bit of a haircut, but we get a longer term commitment from them."

The Board of Trustees will vote to approve the revised agreement at a future meeting.

Proclamations — Lansing Fallen Heroes Memorial Day and Child Abuse Prevention Month

Mayor Patty Eidam made two proclamations at the Village Board meeting, one regarding Lansing Fallen Heroes Memorial Day and the other regarding Child Abuse Prevention Month.

Lansing Fallen Heroes Memorial Day

Mayor Eidam's proclamation called to mind the deaths of Lansing Police Officer Kenneth Novak, Jr. on April 8, 1992, and Lansing native Marine Lance Corporal Philip J. Martini on April 8, 2006.

"I, Patricia L. Eidam, Mayor of Lansing, Illinois do hereby proclaim April 8, 2024, as Lansing Fallen Heroes Memorial Day and call upon all citizens to recognize and remember the sacrifices of Office Kenneth Novak, Jr. and Lance Corporal Philip J. Martini, and all those who lost their lives in the line of duty protecting the citizens of Lansing and of our country," Eidam said.

More about the two men's service can be read below:

- LCpl Martini: [Semper Fi: a story of three Lansing Marines and their legacy of loyalty](#)
- Ofc. Novak: [Novak family comforted by memories](#)

Child Abuse Prevention Month

Mayor Eidam said, "Every child deserves to grow up in a nurturing environment free from abuse, neglect, violence, or endangerment of any kind."

"All citizens should be aware of the serious problem of child abuse, and how to prevent it. And every community should be involved in efforts that support parents in raising their children in a safe, nurturing, and healthy environment," she said.

"I, Patricia L. Eidam do hereby proclaim April 2024 as Child Abuse Prevention Month in Lansing, Illinois, and encourage all citizens to support child abuse prevention programs and to report suspected cases of abuse to the child abuse hotline," she said.

Ridge and Bernice Road resurfacing

Ridge Road will be resurfaced this summer, with preliminary work beginning as soon as mid-April, said Steve Kaminsky, Project Engineer with Robinson Engineering.

The project will span three to four months, through the heart of summer in Lansing. The road will still be accessible for travel during resurfacing, though street parking — including in Lansing's downtown area — will be prohibited.

Bernice Road will also be resurfaced this summer.

The Lansing Journal is currently seeking more information on these resurfacing projects. [Subscribers](#) receive the verified information directly in their inboxes.

Other notables

- Podgorski said the Village has received \$850,000 in Illinois Department of Commerce & Economic Opportunity grant money for a full water main and sewer replacement at 192nd Place and 193rd Street. The project, which includes street reconstruction, has already been completed, and the grant will act as a reimbursement, Podgorski said.
- Trustees voted unanimously to approve a special use massage license for [The Cave](#), a new wellness spa at 16915 Torrence Avenue.
- Mayor Eidam endorsed reappointments for Sharon Novak and Gina Aguilar to the Lansing Police Pension Board. Trustees will vote to approve the reappointments at a future meeting.

Learn more

Village Board meetings typically occur at 6 p.m. on the first and third Tuesdays of the month in the Village Courtroom, located at 2710 170th Street. Contact information for Village officials is available at VillageofLansing.org.

First-time participants in Village Board meetings may find The Lansing Journal's video guide helpful:

- [Video: Your step-by-step guide to Village Board meetings](#)

Related

- [‘The Cave’ spa, Monarchs and mowing, police and fire annual reports – a Village Board summary](#) (March 19, 2024, meeting)



Thornton Fractional

HIGH SCHOOL DISTRICT 215

BURNHAM • CALUMET CITY • LANSING • LYNWOOD

MEMORANDUM

Date: May 8, 2024

To: Mr. John Robinzine, Superintendent/Board of Education

From: Paul Wakefield, Chief Technology Officer

Subject: Chromebook Security Software

Recommended Action

It is recommended that the Board approve the three-year agreement with Go Guardian in the amount of \$29,547.00 for software services for security and accountability on District 215 Chromebooks.

Background

District 215 currently utilizes software services to monitor and protect Internet access on District 215 owned Chromebooks. This software is transparent to the end user and offers protection from access to sites and services that are not permissible based on the TFD215 Acceptable Use Policy. Monitoring services also offer accountability in the event of misuse or abuse in accordance with the Acceptable Use Policy.

The current subscription expires in August of 2024. As a part of Technology process, renewing software is evaluated to ensure it best meets the needs of the District. It was determined that the services of Go Guardian best met the needs of the district when compared with similar offerings, including the current vendor at a nearly identical price. The proposed service provides the district with enhanced visibility and reporting in the event of misuse.

Funding source if applicable:

The cost of the software is \$9,849.00, paid annually over the three-year term of the agreement. The total three-year cost of the agreement is \$29,547.00. This cost has been budgeted in, and will be paid from the local Technology budget.

Attachment:

Security Software Service Three Year Thornton Fractional Final.pdf

Security Software Service Terms of Service & End User License Agreement.pdf

Liminex Products Terms of Service and End User License Agreement

Last Updated Date: January 22, 2024

Introduction

Welcome! Before using any of our Offerings, please take the time to review this combined Terms of Service and End User License Agreement (EULA), together with any applicable Order Form(s), the **Product Privacy Policy**, and, if applicable, the **Data Processing Addendum** (collectively, the "Agreement"). Capitalized words have the definitions set forth throughout this Agreement, including in Section 17 (Definitions).

When does this Agreement apply? This Agreement governs the use of the Offerings and is a binding contract between School (sometimes referred to as "School", "you," or "your") and Liminex, Inc. doing business as GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates ("Liminex", "we," "us", or "our"). This Agreement is distinct from our **Website Terms of Service**, which governs only use of our Website.

BY CLICKING AN "I AGREE" OR "I ACCEPT" BUTTON; EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; COMPLETING THE REGISTRATION PROCESS; OR INSTALLING OR USING ANY OFFERINGS IN ANY WAY, SCHOOL AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OLD AND HAVE THE AUTHORITY, THE RIGHT, AND THE CAPACITY TO LEGALLY BIND SUCH SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "SCHOOL" SHALL REFER TO EACH SUCH ENTITY AND ITS AFFILIATES.

You are free to reject this Agreement, but if you do not agree with all of the provisions of this Agreement, then you may not use any of our Offerings in any way.

IMPORTANT NOTICES:

- Section 15.2 contains provisions governing how claims are resolved between us, including a requirement for binding arbitration and class action waiver.
- You understand that use of some of our Offerings may require the consent for monitoring and recording information and communications of all users on the Managed Devices or Accounts under Applicable Law. You represent and warrant that you have obtained such requisite consent.

- We may make non-material modifications to this Agreement or changes that expand our obligations, reduce your obligations, or introduce a new product offering immediately without notice to you. Otherwise, we will only modify or replace this Agreement, after providing notice to you in accordance with Section 16.1. You are responsible for regularly reviewing your Account and our Website for any changes to the Agreement.
- Your use of, and participation in, certain Offerings may be subject to additional terms (“Supplemental Terms”) and such Supplemental Terms will either be listed in this Agreement, an Order Form or will be presented to you for your acceptance when you sign up to use the supplemental Offerings. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to the Offerings with which it applies.

i. We have included, in italics at the beginning of each section, summaries that provide short explanations of the legal language in plain English to aid in understanding, but such summaries are not legally binding.

1. Getting Access To and Started With Our Offerings

i. This Section explains how to establish and maintain Account(s). This Section describes the importance of being mindful about the information and settings in an Account – the value of our tools is dependent on the accuracy of the information you provide and the proper selection of product settings.

We generally make our Offerings available on a paid subscription-based license. As further described in Section 4.1, from time to time and in its sole discretion, we may offer limited free, trial or beta Offerings at no additional charge. For the Pear Deck Tutor Offerings, we may offer pre-paid tutoring hours for a subscription term, in addition to the paid subscription-based licensing model.

1.1 Ordering

You may obtain Subscriptions to our Offerings either directly from us or one of our Affiliates or indirectly through one of our Authorized Resellers. If you purchase a Subscription to an Offering through an Authorized Reseller, you will enter into an Order Form directly with such Authorized Reseller and may be subject to additional terms as agreed upon between you and the Authorized Reseller. You expressly agree that this Agreement governs your access to and use of any Offering that you acquire from an Authorized Reseller, as well your relationship with us as to any products or services you purchase through an Authorized Reseller. You further agree that we and our Affiliates have the right to enforce the terms of this Agreement with respect to such purchases. You also acknowledge that no Authorized Reseller is authorized to provide warranties with respect to any Offerings in excess of those provided by us in this Agreement. The terms regarding any value-added services provided to you by an Authorized Reseller are solely between you and the Authorized Reseller and we have no responsibility for any such services.

If during the Subscription Term, you would like to expand your base Subscription(s) to include additional licenses above your Licensed Capacity, please contact us so that we can send you an additional Order Form for those Add-Ons. If we do not hear from you and you deploy additional Licenses, we or, as applicable, an Authorized Reseller will send you an Order Form and invoice you for the subscriptions to the Add-Ons that you use above your Licensed Capacity. Add-Ons, once deployed and paid, will be rolled into your base Subscription.

1.2 Accounts

Before accessing certain Offerings, you may be required to create an Account. When setting up your Account, you may link your Offerings with your Google, Microsoft, and/or Learning Management System (“LMS”) account for ease of sign on and, for certain Offerings, to pull in a directory of Managed Accounts or Devices. In linking your Account to your Google, Microsoft, and/or LMS account, you are granting us access to certain account information from your Google, Microsoft, and/or LMS account, as permitted under the applicable terms and conditions that govern your use of that Google, Microsoft, or LMS account.

1.2.1

Authorized Users. Within your Account, you may have the ability to enable separate sub-accounts for Authorized Users. You are responsible for issuing and maintaining such sub-accounts only for appropriate Authorized Users, as well as issuing and maintaining appropriate permission settings for each Authorized User.

1.2.2

School Information. When creating an Account, you agree to (a) provide true, accurate, current and complete information necessary to create the Account and to deploy the Offerings you have subscribed to on Managed Devices or Accounts; and (b) promptly update any such information to maintain its accuracy and completeness during the Term. Without limiting the generality of the foregoing, you agree to provide and maintain accurate, up-to-date and complete School Profile Information, and for Accounts, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Data. You acknowledge and agree that proper implementation and operation of certain Offerings depends largely on the accuracy, completeness and timeliness of the Personal Student Information, Parent/Guardian Information and Association Information ingested into the product; therefore, it is of the utmost importance that you take great care in maintaining and updating this Personal Student Information, Parent/Guardian Information and Association Information at all times during the Term.

You are responsible for ensuring the confidentiality and security of School Account Information, including protecting, and requiring your Authorized Users to protect, usernames and passwords associated with your Account, and notifying us immediately if you suspect or know that (1) a username and password is known by someone other than the applicable Authorized User; and/or (2) your Account (including any individual Authorized User account) has been compromised.

1.2.3

Account Settings. You are responsible for selecting and updating the settings in the Offerings you subscribe to as you see fit and ensuring that the selections comply with all Applicable Law, as well as any guidelines and requirements you have established, including, with respect to use of the GoGuardian Offerings, for monitoring Managed Devices or Accounts and parents’ or guardians’ authorization of such monitoring. If you have questions about any settings in an Offering or your Account, such as permissions and settings associated with Managed Devices or Accounts, please visit, as applicable, the GoGuardian **Help Center** and/or contact support@goguardian.com, or visit the Pear Deck **Help Center** and/or contact support@deck.peardeck.com, or visit the Pear Assessment **Help Center** and/or contact support@assessment.peardeck.com, or visit the Pear Deck Tutor **Help Center** and/or contact support@tutor.peardeck.com, or visit the Pear Practice **Help Center** and/or contact support@practice.peardeck.com.

1.3 Payment Terms

Fees due for initial orders, any Add-Ons to, and any subscription renewals of Offerings shall be set forth in the applicable Order Form (“Fees”). Fees for Subscriptions you purchase directly from Liminex or one its Affiliates shall be paid within thirty (30) days of the date of our issuance of an invoice for such purchases, unless otherwise stated on an Order Form. Payment obligations for purchases made through an Authorized Reseller shall be as agreed upon by you and the Authorized Reseller.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction; you are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under this Agreement.

Unless otherwise stated on an Order Form, Fees are paid in advance of each billing period. Payment obligations under this Agreement are non-cancelable and all Fees paid are non-refundable. Upon your cancellation or termination of any Subscription, you remain responsible for payment of all Fees allocable to the terminated portion of the Subscription Term referenced in the applicable Order Form without any refund owed to you, unless otherwise mutually agreed to in writing between you and us.

Upon notice to you, we may increase any Fees specified in an Order Form, provided the increase will not become effective until the expiration of the current Subscription Term. We may increase any Fees that are not specified in an Order Form at any time, with or without notice to you. We may allow you to continue using a free, trial or beta Offering on a paid Subscription basis, but your continued use and your Subscription would be subject to a completed Order Form and payment of the applicable Fee.

For certain Offerings, we will endeavor to notify you if your paid Account has delinquent fees. If delinquent fees are not paid, we will suspend your use of the Services.

2. Offerings

i. This Section explains more about the Offerings, including updates to such offerings and linkages with other third party integration software that we make available to you. Offerings may experience downtime or we may suspend access to Offerings in certain situations.

2.1 Access and Updates to Offerings

We will make our Offerings to which you have subscribed available to you, subject to the terms of this Agreement. From time to time, we may also make updates to the Offerings available to you. You agree that we may automatically install or add updates, upgrades, and new features to the Offerings that we deem to be reasonable, beneficial to you, and/or reasonably necessary without advance notice to you. You acknowledge and agree that any obligation we may have to support previous version(s) of any Offering may end when we release an update, upgrade, and/or additional feature for the Offering. The license granted for a Subscription shall apply to any updates, upgrades, and/or additional features that are not distributed with a separate license or other agreement. If we make any material changes to an Offering, we will notify you within the Offering interface or by sending you an email.

With respect to an Offering accessed through or downloaded from the Apple App Store, Google Play Store, or Microsoft Store (each, an “App Store”) (an “App Store Sourced Application”), you acknowledge and agree that the availability of the App Store Sourced Application is dependent on the App Store.

2.2 Downtime and Suspension of Offerings

You acknowledge that you may experience downtime (a) as a result of our conducting maintenance; or (b) in connection with a force majeure event (as described in Section 16.5). In addition, you acknowledge that we, may at our discretion, suspend your access, or suspend access of one of your Authorized Users, to the Offerings for your breach, or your Authorized Users' breach, of this Agreement, if we have reasonable grounds to suspect that any School Account Information provided by you or any Authorized User is untrue, inaccurate, not current or incomplete, or if we deem it reasonably necessary to avoid or mitigate harm to us, you, any other of our customers or a third party if the Offerings were not suspended, or to comply, in our sole discretion, with legal requirements.

2.3 Integrations with Offerings

We may allow you to access certain third party software or offerings through your Account via an application programming interface ("API") or other technical connection (such software or offering, an "Integration Offering"). Because you control whether to integrate and use an Integration Offering, you are solely responsible for all interactions with the Integration Offering, including ensuring appropriate privacy, contractual, and other protections with it as well as ensuring that you are complying with any terms you are required to agree with the provider of such Integration Offering. Integration Offerings are not "Offerings" under this Agreement and are not subject to any of the warranties, service commitments or other obligations with respect to Offerings hereunder. The availability of any Integration Offering through any of our Offerings does not imply our endorsement of or affiliation with the provider of such Integration Offering. We do not control any Integration Offering and will have no liability to you in connection with any Integration Offering. We have no obligation to monitor or maintain access to Integration Offerings, and may disable the ability to integrate with them or restrict access to any Integration Offerings at any time, with or without notice to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances). By using or enabling any Integration Offering, you are expressly permitting us and our Affiliates to disclose your School Profile Information, and, to the extent applicable to your Offering, your Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, Association Information or other information, including support requests and Log and Cookie Information to the extent necessary to utilize the Integration Offering. YOUR USE OF ANY INTEGRATION OFFERINGS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH INTEGRATION OFFERINGS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH INTEGRATION OFFERINGS).

3. Your Use of Offerings and Your Responsibilities

i. This Section explains that Liminex licenses our Offerings to you for certain uses. Please use our Offerings responsibly and appropriately.

3.1 License Grant to You; Restrictions

We hereby grant to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the specific Offering(s) as set forth in an Order Form and the related User Documentation, during the Subscription Term and solely for School's internal business purposes.

The rights granted to School in this Agreement are subject to the following restrictions: School shall not (a) license, sell, rent, lease, transfer, reproduce, distribute, host or otherwise commercially exploit any portion of any Offering or User Documentation, or otherwise provide access to any portion of any Offering or User Documentation to any third party (other than Authorized Users, when and as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of any Offering (including images, text, page layout or form); (c) use any metatags or other "hidden text" using the names or trademarks of Liminex or any of its Affiliates; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse

compile or reverse engineer any part of any Offering or User Documentation; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in any Offering or User Documentation; (f) access any Offering or User Documentation in order to build a similar or competitive website, product or service; (g) access any Offering for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without our prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any Offering or User Documentation. Any future release, update or other addition to any Offering shall be subject to this Agreement. We and our suppliers reserve all rights not granted in this Agreement. Any unauthorized use of an Offering terminates your right to use all Offerings.

3.2 School Responsibilities

School will (a) be responsible for Authorized Users’ compliance with this Agreement (including any applicable Order Form) and the User Documentation, (b) be responsible for the accuracy, quality and legality of School Account Information, and the means by which School acquires School Account Information, Activity Information, Personal Student Information, Parent/Guardian Information, and Log and Cookie Information and School’s use of any such information, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Offerings, and notify us promptly of any such unauthorized access or use, (d) use the Offerings only in accordance with this Agreement, User Documentation, and all Applicable Law, and (e) comply with the terms of service of any Integration Offering with which School use an Offering. Any use of an Offering in breach of the foregoing by School or any Authorized User that in our judgment threatens the security, integrity, or availability of an Offering may result in immediate suspension of access to any or all Offerings.

School acknowledges that it is solely responsible for compliance with any legal or policy obligations related to the protection of the well-being of its students and that it understands that certain Offerings are only intended to be a tool to assist School as part of a broader program intended to fulfill any legal or policy obligations, to the extent applicable. For example, the Liminex Parties make no representation or warranty that any of the GoGuardian Offerings, alone or in combination with any other efforts, will be effective in detecting or stopping suicide, violence to self or others, or any other kind of risky behavior by a student of School or any other individual. We are not responsible for, and School expressly waives any claim for liability against the Liminex Parties related to, any student or other individual’s death, illness, bodily injury, disability, emotional distress or other outcome. To the maximum extent permissible by law, such waiver shall extend to any School personnel, student, student family, estate or other third parties. To the extent that any Liminex Party is made a party to any dispute related to any such death, illness, bodily injury, disability, or other outcome, School shall indemnify us in accordance with Section 13, below.

3.3 General Acceptable Use Policy

We need your help to ensure that the Offerings are used safely and appropriately. You agree, represent and warrant that you and your Authorized Users will not use any Offering:

- On any computers and/or accounts on which you do not have permission to operate and on which the Offerings cannot be legally and rightfully operated.
- To do anything, including posting or otherwise communicating any information that is abusive, harmful, threatening, harassing, libelous, bullying, stalking, or otherwise objectionable.
- To do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- To intentionally violate another person’s privacy rights under Applicable Law.
- For commercial purposes (beyond School’s internal business purposes).
- To do anything to burden, compromise, or interfere with any Offering, its appearances, security, or functionality.

- In any way that jeopardizes the security of your or any other party's account.
- To advertise, solicit, or transmit commercial advertisements, including without limitation, junk e-mail, spam, or any other unsolicited messages regardless of the medium (e.g., email, text, SMS, chat, etc.).

School is responsible for any failure by any Authorized User to comply with this General Acceptable Use Policy.

4. Special Terms for Free, Trial and Beta Offerings

i. This Section explains that we may make free, trial, or beta offerings available for you to test and provide us with Feedback about whether an Offering meets your needs. Because these Offerings are different from paid Subscriptions, there are special terms for them.

4.1 Free or Trial Subscriptions

If we make an Offering available to you on a free or trial basis, it is so you can use the Offering before purchasing a Subscription to determine if it meets your needs. Trial subscriptions to an Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, we (a) may discontinue the Offering or your ability to use it at any time, with or without notice and without any further obligations to you; (b) provide the Offering to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the Offering during the trial period.

4.2 Beta Offerings

We sometimes make new Offerings or features within existing Offerings available on a beta basis ("Beta Offerings"). Beta Offerings are generally prerelease or untested products or features. Features or offerings labeled as "alpha," "beta," or "test" within the interface of an Offering are beta Offerings subject to this Section. Unless otherwise agreed in writing by us, any Offering or feature provided as a beta Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, we (a) may discontinue the beta Offering or feature or your ability to use it at any time, with or without notice and without any further obligations to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances); (b) provide the beta Offering or feature to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the beta Offering or feature during the beta period. Additionally, as consideration for access to and use of any beta Offering, you agree to (1) treat the beta Offering as our Confidential Information; and (2) provide regular Feedback about the beta Offering, if requested.

5. Term, Termination

i. This Section explains the duration of this Agreement as well as your and our' obligations after this Agreement ends.

5.1 Term

Unless terminated earlier in accordance with the terms of this Agreement, the Term commences on the Effective Date and continues until all of your Order Forms and Subscription Terms expire.

5.2 Termination

Either party may terminate this Agreement (a) if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of notice thereof, or (b) upon thirty (30) days' notice to the other party. School shall continue to be responsible for all Fees for the terminated Subscription Term and other Fees agreed to in the Order Form except to the extent School terminates this Agreement as a result of our uncured material breach or we terminate this Agreement without cause (i.e., not as a result of School's uncured material breach), in which cases School shall not be obligated to pay for (and shall be entitled to a refund by us of) the Fees allocable to the unused portion of the Subscription Term.

5.3 Effect of Termination or Expiration

Upon termination or expiration of this Agreement, you will have no rights to continue use of (or to provide your Authorized Users with access to) the Offerings or User Documentation, and you immediately will cease accessing and/or using the Offerings and User Documentation, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of any Offerings and User Documentation, and returning to us or destroying any accompanying User Documentation in your possession or control. The following will survive any expiration or termination of this Agreement: Sections 1.2, 1.3 (for Fees incurred during the Term), 2.3, 3 (except as otherwise set forth therein), 5.2, 5.3, 6, 7, 8, 10, 11, 12, 13, 14, 15, and 16.

6. Intellectual Property

i. *This Section explains that we ask that you please protect our and others' intellectual property.*

6.1 Ownership

We or our Affiliates (or their licensors) own all right, title and interest in and to the Offerings (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the Liminex Information, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, we and our Affiliates reserve all rights, title and interest in and to the Offerings and the Liminex Information, including, without limitation, all related intellectual property rights. The service marks, logos and product and service names of Liminex and its Affiliates (the "Liminex Marks") are owned by Liminex and our Affiliates. You agree not to display or use any Liminex Marks in any manner without our prior written permission. Any trademarks, service marks and logos associated with an Integration Offering may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks.

6.2 Feedback

Any and all of your feedback about us or the Offerings, such as suggestions, whether made by you or any of your Authorized Users, for corrections, updates, alterations, changes, or modifications to the Offerings (“Feedback”) will be our property and you hereby assign any rights in such Feedback to us, without payment to you.

6.3 Protection of Our Rights

You agree to protect our intellectual property and proprietary rights and any provider of an Integration Offering you access in connection with an Account, and notify us of any unauthorized access or use of the Offerings or Integration Offerings of which you become aware.

7. Confidentiality

i. This Section explains that each party must respect each other’s Confidential Information.

As a reminder, our **Product Privacy Policy** explains our commitment to protecting School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or Log and Cookie Information, and nothing in this Section 7 limits the parties’ respective rights or obligations under the **Product Privacy Policy** or Section 8, below. A party will not disclose or use any Confidential Information of the other party except: (a) as reasonably necessary to perform its obligations or exercise any rights granted pursuant to this Agreement; (b) with the other party’s prior written permission; or (c) to the extent required by law or order of a court or other governmental authority or regulation. Each party agrees to protect the other party’s Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a commercially reasonable standard of care consistent with Applicable Law. Notwithstanding any exceptions in the definition of Confidential Information, the parties agree to treat all Education Records as Confidential Information and disclosure thereof is allowed only to the extent permitted under FERPA.

8. Privacy and Data

*i. This Section explains that the parties each have responsibilities to help protect the privacy of data ingested or maintained in the Offerings. The **Product Privacy Policy** explains, in more detail, how we protect information.*

8.1 Our Privacy Responsibilities

Our **Product Privacy Policy**, incorporated herein by reference, explains how we collect, use, share, and safeguard School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information accessed, recorded and collected through the Offerings, including any free, trial or beta Offerings. We rely on consent obtained from School, acting as an agent of the parent(s) or legal guardian(s) of School’s students, as permitted by the Children’s Online Privacy Protection Act (“COPPA”) for using Offerings in connection with students under thirteen (13) years of age, if any, through a COPPA Notice and Disclosure Form we provide to you. For transparency and informational purposes, we also distribute this COPPA Notice and Disclosure Form to Subscription purchasing Schools with children of all ages, including ones who do not have students under thirteen (13) years of age. To the extent School is located in the European Union (“EU”), European Economic Area (“EEA”), or Switzerland, our **Data Processing Addendum** also applies to your use of the Offerings. School hereby authorizes us to use School Account Information in accordance with this Agreement, the **Product Privacy Policy** and, to the extent applicable, the **Data Processing Addendum**.

8.2 School Privacy Responsibilities

You represent and warrant that your collection, provision and use of School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or Log and Cookie Information through and in connection with the Offerings does not violate any Applicable Laws or rights of any third party. Without limiting the foregoing, to the extent you are using the Offerings, you represent and warrant that you have obtained all requisite consent for monitoring and recording information and communications, including the Activity Information. You are solely responsible for notifying the appropriate individuals about the existence of any Offerings on the Managed Devices or Accounts they use and/or in connection with their accounts associated with School's Account and obtaining any required consent from such individuals in accordance with Applicable Law. Even if not required by Applicable Law, we recommend that you notify all users of Managed Devices or Accounts and their respective parents/guardians, teachers, and other appropriate staff about your use of Offerings. More specifically, we recommend that you provide such persons with a copy of our **Product Privacy Policy**, our COPPA Notice and Disclosure Form, and with respect to GoGuardian Offerings, GoGuardian's form Parental Letter, and any other parental information made available by us.

8.3 Educational Records; FERPA

Where School is located in the United States and to the extent we collect, through the provision or maintenance of any Offerings, any information that constitutes an Education Record, the parties agree that we are acting as a "school official" with "legitimate educational interests" in School's students' Education Records under FERPA, or if applicable, is acting under another applicable FERPA exception listed in under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. School acknowledges and agrees that we may process School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information for the purpose of providing the Offerings and related functions. Our **Product Privacy Policy** explains how we cooperate with School under FERPA to fulfill Education Records requests directed from School (or through School from parents/guardians or eligible students). School represents and warrants that it is authorized to process such information, including any Education Records contained therein, and make such information available to us as set out in this Agreement and the **Product Privacy Policy**.

8.4 Data-Related Disputes

School is solely responsible for resolving disputes between it and third parties regarding ownership or access to any School Account Information, and any Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, including any dispute with any Authorized User, user of a Managed Device or Account, or their families. School acknowledges and agrees that we have no obligation to resolve or intervene in such disputes.

8.5 Disclosure of School Information

You acknowledge, consent, and agree that we may access, preserve, and disclose your School Account Information, Personal Student Information and Parent/Guardian Information, Activity Information and/or School Log and Cookie Information if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) to enforce this Agreement or the **Product Privacy Policy**; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of us, our users, and/or the public.

9. Alerts and Notifications

This section applies to the GoGuardian Offerings only.

i. This Section explains that some GoGuardian Offerings are designed to generate alerts and/or have other notification features, and that, through your settings, you have some ability to control whether to receive certain alerts and/or notifications. It is important for you to understand these features and settings, and to review alerts and notifications carefully and promptly so that you can properly intervene to help students stay safe.

Some GoGuardian Offerings contain features that generate alerts and/or notifications for School or a designated Authorized User's review and attention related to a user's activity through a Managed Device or Account. These alerts and notifications are tools designed to help you support and protect the wellbeing of your students and school community. If you receive an alert and/or gain access to any information that triggers a legal obligation, such as a reporting or intervention duty for you (including, for an example, an alert from a GoGuardian Offering that one of your students is potentially at risk of suicide), it is your sole responsibility to fulfill that legal obligation and take any additional, responsible actions necessary to safeguard the students in compliance with Applicable Law. In addition, to the extent you elect not to receive one or more types of alerts and/or notifications in your settings, you are solely responsible for that decision. Unless otherwise specified in the Supplemental Terms, we do not review alerts generated through any of the Offerings or take any action based on these alerts or review your settings.

Your escalation and notification list for such alert and/or notification feature in your account for a particular GoGuardian Offering may change from time to time, including because contact information changes (e.g., changes in School Profile Information, its Authorized School Personnel Information, Personal Student Information and Parent/Guardian Information (e.g., contact information, including an Authorized User's email address, or changes in Parent/Guardian Information), and Association Information, including, for example, the relationship of an Authorized School Personnel or a guardian/parent to a child/student changes (e.g., change in guardianship or educational rights holder). Without limiting the generality of Section 1.2.1, it is important that you maintain accurate and up-to-date Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information to ensure the appropriateness and timeliness of any alerts and notifications generated through a GoGuardian Offering. It is also important that you remind parents/guardians to update School of any changes, including contact information and guardianship.

Additionally, without limiting the generality of the other terms of this Agreement, if your School uses GoGuardian Beacon or GoGuardian Admin (the self harm smart alerts or Beacon starter function), your School represents and warrants that your School: (1) is solely responsible for having, to the extent legally required, an up-to-date and easily available suicide prevention policy; (2) is solely responsible for having, to the extent legally required, a necessary suicide prevention program; and (3) your School will notify parents/guardians about your School's adoption of GoGuardian Beacon and educate them about suicide prevention (including, suicide risk factors, warning signs, and resources) before enabling the Guardian Notification feature (or similar functionality) of GoGuardian Beacon or GoGuardian Admin (the self harm smart alerts or Beacon starter function).

10. Content, Copyright Policies, and Community Galleries

i. This Section explains how content is used in certain Offerings and the rights to such content.

10.1 Content in the Services Generally

10.1.1

You understand that all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, any Offerings (“Content”) is the sole responsibility of the person from which such Content originated. All such Content that is uploaded into or generated in any Offerings by or on behalf of you or your Authorized Users shall be referred to herein as “Your Content”.

10.1.2

You should be aware that Content, other than Your Content, made available as part of any Offerings, including but not limited to licensed and sponsored-Content, may be protected by intellectual property rights which are owned by the third party that provided that Content to us (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on such Content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of such Content, in a separate agreement.

10.1.3

We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content, including Your Content, from any Offering.

10.1.4

You understand that by using any Offering, you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use any Offering at your own risk.

10.1.5

You agree that you are solely responsible for (and that neither Liminex nor any Liminex Parties from which you purchased any Offerings have any responsibility to you or to any third party for) any Content that you create, transmit or display while using any Offering and for the consequences of your actions (including any loss or damage which any Liminex Party may suffer) by doing so.

10.2 License to Your Content

10.2.1

You retain copyright and any other rights you already hold in Your Content that you submit, share, upload, post or display on or through, any Offering. Unless otherwise stated in a separate written agreement between Liminex and You, by submitting, sharing, uploading, posting, or displaying Your Content you hereby grant to Liminex and our Affiliates a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute Your Content, solely for the purpose of enabling Liminex and our Affiliates to provide you with any Offering in accordance with the terms of this Agreement and the **Product Privacy Policy**.

10.2.2

You understand that, in performing the required technical steps to provide any Offering to our users, we may (a) transmit or distribute Your Content over various public networks and in various media; and (b) make such changes to Your Content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit us to take these actions.

10.2.3

You confirm and warrant that you have all the rights, power and authority necessary to grant the above license. You agree that you will not submit, share, upload, post or display any Content on or through, any Offering that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit, share, upload, post or display such Content and to grant Liminex all of the license rights granted in this Section.

10.3 Copyright Policies

10.3.1

It is our policy to terminate access privileges of any users who repeatedly infringe copyright(s) embedded or used in connection with our Offerings upon prompt notification to Liminex by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on or within the Offerings in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on or within the Offerings of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Liminex's Copyright Agent for notice of claims of copyright infringement is as follows:

Copyright Agent

Liminex, Inc.

2030 E Maple Ave, Suite 100

El Segundo, CA 90245

We may remove any Content from the Offering if we believe or have reason to believe such Content infringes the intellectual property rights of a third party. Without prior notice and at any time, in our sole discretion, we reserve the right to remove any Content, disable your ability to share or upload Content through the Offerings, or terminate your access to any Offerings (a) for uploading or sharing such Content in violation of this Agreement; or (b) if, under appropriate circumstances, you are determined to be a repeat infringer.

10.3.2

We reserve the right in our sole discretion to decide whether your conduct is inappropriate and whether it complies with this Agreement for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, etc. We may terminate your access for such inappropriate conduct in violation of this Agreement at any time and remove any such objectionable Content, without prior notice and at its sole discretion.

10.4 Third Party Websites and Resources

10.4.1

The Offerings may include hyperlinks to other websites or resources that are controlled, owned or operated by third parties. You acknowledge and agree that we have no control over any such websites or resources and you access and use such websites and resources at your own risk.

10.4.2

Without limiting the foregoing, you acknowledge and agree that neither Liminex, its Affiliates nor any Authorized Reseller are responsible for the availability of any such external sites or resources, and that we do not endorse any advertising, products or other materials on or available from such websites or resources.

10.4.3

You acknowledge and agree that neither Liminex, its Affiliates nor any licensor or Authorized Reseller are liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

10.5 Community Galleries and Gallery Content

10.5.1

Certain Offerings may contain galleries (“Community Galleries”), which may include Content, including templates or questions, supplied by us or third parties, including other users of any Offerings (“Other Content Users”). Community Galleries include any Content, library or gallery that we choose at our discretion to make available to you as part of the Community Galleries (such content, the “Gallery Content”). As between you and the creators of Gallery Content, any intellectual property or proprietary rights remain with the creators.

10.5.2

The Gallery Content: (a) is meant to serve as a suggestion only; and (b) is not a substitute for professional advice or specific, authoritative knowledge or direction. We do not promise that the Gallery Content will work for your purposes, or that it is free from viruses, bugs, or other defects. The Gallery Content is provided “as is” and without warranty of any kind. You alone bear the risk of using Gallery Content. No Liminex Party provides any express warranties, guarantees and conditions with regard to the Gallery Content. To the extent permitted under Applicable Law, the Liminex Parties expressly disclaim any and all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

10.5.3

If you choose to submit Your Content to become part of the Community Galleries (“Your Gallery Submission”), you direct and authorize Liminex and its affiliates to host, link to, and otherwise incorporate Your Gallery Submission into any Offering, and you hereby grant to Liminex and its Affiliates, and the Other Content Users an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to:

(A) reproduce Your Gallery Submission or any component thereof;

(B) create and reproduce derivative works of Your Gallery Submission [or any component thereof; or

(C) publicly display and distribute copies of Your Gallery Submission or any components or derivatives thereof (“Your Gallery Submission License”).

10.5.4

For the avoidance of doubt, we reserve, and you hereby grant us, the right to syndicate Your Gallery Submission and to use Your Gallery Submission in connection with any of the Offerings. While you may stop distributing Your Gallery Submission through the Community Galleries at any time, doing so will not in any way affect our right or the right of Other Content Users to exercise the rights granted to us as part of Your Gallery Submission License under this Agreement. To stop distributing Your Gallery Submission through the Community Galleries, (1) for Pear Deck Offerings, you must send an email to support@deck.peardeck.com, in which case Your Gallery Submission will be removed in accordance with our standard procedures; and (2) for Pear Assessment Offerings and Pear Practice Offerings, you must delete Your Content or change Your sharing level permissions.

10.5.5

You represent and warrant that (a) you own or have obtained the necessary legal rights to provide Your Gallery Submissions, and will maintain these rights for as long as Your Gallery Submission is made available to Other Content Users; and (b) all of Your Gallery Submissions abide by the posted Program Policies.

10.5.6

We claim no ownership over any of Your Gallery Submission. You retain copyright and any other rights, including all intellectual property rights, you already hold in Your Gallery Submissions. You agree that you are responsible for protecting and enforcing those rights and that we have no obligation to do so on your behalf.

10.5.7

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any of Your Gallery Submissions that you submit. We are not in any way responsible for the subsequent use or misuse by any Other Content User or other third party who accesses Your Gallery Submission through any Offering or otherwise.

11. App Store Sourced Application

i. *This Section explains terms related to accessing and downloading an App Store Sourced Application.*

11.1 Accessing and Downloading an App Store Sourced Application from an App Store

You acknowledge that the Agreement is between you and Liminex or one of its Affiliates, and not with the App Store. We, not the App Store, are solely responsible for Offerings, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You agree to comply with, and your license to use the Offerings is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using the Offerings. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

11.2 Accessing and Downloading an App Store Sourced Application from the Apple App Store

11.2.1

You acknowledge and agree that (a) the Agreement is concluded between you and us only, and not Apple, and (b) we, not Apple, are solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the Apple App Store Terms of Service. You agree to only use an App Store Sourced Application that is accessed through or downloaded from the Apple App Store (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (b) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

11.2.2

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

11.2.3

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and if applicable, Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between the Liminex Parties and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Liminex Parties.

11.2.4

You and the Liminex Parties acknowledge that, as between the Liminex Parties and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (a) product liability claims; (b) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

11.2.5

You and the Liminex Parties acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between the Liminex Parties and Apple, the Liminex Parties, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11.2.6

The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

11.2.7

Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

12. Warranties, Disclaimer, and Release

i. This Section explains that we strive to provide you with our Offerings with a certain level of skill and care, but we cannot promise that our Offerings are perfect.

We provide the Offerings using a commercially reasonable level of skill and care, but we cannot make guarantees about the operation, use or results achieved through the use of the Offerings. ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH OFFERING IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND SCHOOL'S USE IS AT ITS SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH SCHOOL. THE LIMINEX PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THE LIMINEX PARTIES MAKE NO WARRANTY THAT ANY OFFERINGS WILL MEET SCHOOL'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. SCHOOL IS SOLELY RESPONSIBLE FOR THE SCHOOL ACCOUNT INFORMATION, THE MEANS BY WHICH SCHOOL ACQUIRES SCHOOL ACCOUNT INFORMATION, ACTIVITY INFORMATION, PERSONAL STUDENT INFORMATION, PARENT/GUARDIAN INFORMATION, AND SCHOOL LOG AND COOKIE INFORMATION, AND ALL COMMUNICATIONS AND INTERACTIONS BASED ON THE OFFERINGS, INCLUDING ANY AUTOMATICALLY GENERATED ALERTS THAT SCHOOL MAY RECEIVE. WE ARE NOT A MEDICAL HEALTHCARE PROVIDER. SCHOOL UNDERSTANDS AND AGREES THAT LIMINEX AND THE OTHER LIMINEX PARTIES ARE UNDER NO OBLIGATION OTHER THAN TO PROVIDE THE OFFERINGS TO SCHOOL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

SCHOOL HEREBY RELEASES EACH OF THE LIMINEX PARTIES AND THEIR RESPECTIVE SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DAMAGES, AND DEMANDS OF EVERY KIND ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS MADE BY SCHOOL, ANY AUTHORIZED USER, ANY USER OF A MANAGED DEVICE OR ACCOUNT OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY OFFERING, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO SCHOOL. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, WARRANTY, TERM OR CONDITION, RIGHT OR REMEDY IMPLIED OR IMPOSED BY ANY APPLICABLE LAW WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED.

13. Indemnification

School agrees, to the extent permitted by Applicable Law (and in the United States, the School's state laws), to indemnify, defend and hold Liminex and the other Liminex Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising from (a) School's failure to receive any consents or provide any notices required to be received or provided under Applicable Law in respect of all users of Managed Devices or Accounts, including for the monitoring and recording of Activity Information in connection therewith; (b) errors in the School Account Information, including Association Information, Parent/Guardian Information, Personal Student Information, and School's selection of settings in the Offerings and maintenance of Authorized User accounts and their permission levels; (c) School's acts or omissions relating to or regarding alerts generated through GoGuardian Beacon or GoGuardian Admin; (d) School's failure to comply with Applicable Laws, including Applicable Mental Health Laws; (e) School's violation of any rights of another party, including any users of Managed Devices or Accounts, (f) Your Content that you submit, share, upload, post or display on or to any Offering; (g) any use by other users of the Offerings of Your Content; and (h) any claim that Your Content violates any Applicable Laws or that it violates or infringes the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any third party claims for which we are entitled indemnification under this Section 13, and in any event, School agrees to cooperate with us in asserting any and available defenses.

14. Limitations and Exclusions of Liability

14.1 Disclaimer of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LIMINEX OR ANY OTHER LIMINEX PARTY BE LIABLE TO SCHOOL OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OF, OR INABILITY TO USE, ANY OFFERING, EVEN IF LIMINEX OR THE OTHER LIMINEX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE OFFERINGS IS AT SCHOOL'S OWN DISCRETION AND RISK, AND SCHOOL WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE ANY OFFERING, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

14.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF LIMINEX AND ANY OTHER LIMINEX PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OR INABILITY TO USE AN OFFERING (WHETHER ORDERED DIRECTLY FROM A LIMINEX PARTY OR THROUGH AN AUTHORIZED RESELLER) FOR ANY CAUSE WHATSOEVER, AND UNDER ANY LEGAL THEORY, INCLUDING NEGLIGENCE, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES ACTUALLY PAID BY SCHOOL (WHETHER TO A LIMINEX PARTY OR AN AUTHORIZED RESELLER) FOR THE OFFERING GIVING RISE TO SUCH CLAIM FOR CALENDAR YEAR IN WHICH SUCH

CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. SCHOOL AGREES THAT OUR LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR DEATH OR PERSONAL INJURY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO SCHOOL.

14.3 Basis of the Bargain

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

15. Governing Law and Dispute Resolution

15.1 Governing Law and Venue

This Agreement and any dispute arising from or relating to this Agreement are governed by the laws of the state of California, United States, without regard to its conflict of law principles. You further agree to accept service of process by mail. To the extent the parties are permitted under this Agreement to initiate litigation in court, the parties consent to exclusive personal jurisdiction and venue in the courts located in Los Angeles County, California. If School is a United States public and accredited educational institution, domiciled in a state within the United States that expressly requires a different choice of law other than California law, then School's state's law will apply. If School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then School's state's required venue and jurisdiction will apply.

15.2 Dispute Resolution; Binding Arbitration; Class Action Waiver (“Arbitration Agreement”)

In the event of a dispute, claim, or controversy arising out of or relating to this Agreement, any Offering, any person's access to and/or use of the Offering, and/or the provision of content, features, and/or technology on or through the Offering (collectively, “Claims”), the parties must first give the other notice of the Claim. This notice must include a brief written statement with the name, address, and contact information of the party giving it, as well as the facts giving rise to the Claim and the relief requested. You must send any such notice to Liminex by email to legal@goguardian.com AND by U.S. Mail to Liminex, 2030 E Maple Ave Suite 100, El Segundo, CA 90245. If we have your contact information, we will send any such notice to you by U.S. Mail and your email address.

The parties shall use reasonable, good faith efforts to resolve any Claim through consultation and good faith negotiations within thirty (30) days from the date that any notice of a Claim is sent. After thirty (30) days, you or we may resort to the other alternatives described in Section 15.2.1. Notwithstanding the foregoing, the notice requirement in this section and the 30-day negotiation period required shall not apply to Claims involving patents, copyrights, moral rights, trademarks, trade secrets or piracy or unauthorized use of an Offering.

15.2.1

Binding Arbitration. *Arbitration Rules and Forum* Except as otherwise specifically set forth below, any Claims between you and us, if unresolved through informal consultation and negotiation pursuant to the preceding paragraph, shall be resolved by binding arbitration to be held in Los Angeles, California. Notwithstanding the foregoing, if School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires a different location for arbitration other than Los Angeles, California, then School's state's required location for binding arbitration will apply. If School that is a United States public and accredited educational institution and your consent to binding arbitration is expressly prohibited by the laws of the state within the United States in which School's educational institution is domiciled, then this Section is hereby waived. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration shall be conducted by a single arbitrator, governed by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (collectively, "JAMS Rules"), as modified by this Agreement, and administered by JAMS. The JAMS Rules and fee information are available at www.jamsadr.org or by calling JAMS at 1-800-352-5267. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of each party. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties.

Exceptions: Litigation of Intellectual Property and Small Claims Court Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets, and Claims of piracy or unauthorized use of any Offering shall not be subject to arbitration under this Section 15.2.1. In addition, the parties may choose to pursue a Claim in small claims court where jurisdiction and venue over the parties otherwise qualify for such small claims court and where the Claim does not include a request for any type of equitable relief.

Authority of Arbitrator: In binding arbitration, the arbitrator shall have the authority (a) to grant motions dispositive of all or part of any Claim; (b) to award monetary damages; and (c) to grant any non-monetary remedy or relief available to an individual under Applicable Law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Confidentiality: All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent either party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

15.2.2

Class Action Waiver. THE PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. The parties are instead electing that all Claims not otherwise resolved informally as permitted above shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16. Miscellaneous

16.1 Changes to this Agreement

Before we make a material change to this Agreement, we will notify you as described in this Section. We may make immaterial changes (e.g., correcting a typographical error or another immaterial change) without notifying you. Please regularly review our Website and your Account for any changes. On our

Website, we provide notice of any changes by posting the updated Agreement with a “Last Updated” date indicating the date of our most recent update. If we make material changes to this Agreement, we will also take an additional step (beyond posting on our Website) of notifying you of changes in another way that we believe is reasonably likely to reach you, such as emailing you at your email address associated with your Account, posting an announcement on our Website, or via a pop up in our Offering. Some changes may require your consent before further use of the Offerings is permitted. If you do not agree to any change(s), you agree to stop using the Offerings, and email us at terms@goguardian.com. Otherwise, your continued use of the Offerings after a change made in accordance with this provision constitutes your acceptance of such change(s).

16.2 Entire Agreement

This Agreement, including any applicable Order Forms and any terms and policies that are incorporated into this Agreement by reference (including by reference to a URL), including any applicable Supplemental Terms, constitutes the entire agreement between you and the Liminex Parties with respect to the subject matter hereof and supersedes all prior agreements between you and the Liminex Parties and any other contractual obligations any Liminex Party or you may have to the other, whether written or oral, relating to the same subject matter. We reject additional or conflicting terms of School’s form-purchasing document you provide to us in connection with your procurement of access to any Offering. The headings of this Agreement are for readability only and do not constitute terms.

16.3 Language

You agree that this Agreement and all related documents shall be drawn up in the English language.

16.4 Severability

If any provision of this Agreement is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under Applicable Law and the remaining provisions will continue in full force and effect.

16.5 Force Majeure

Our failure to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemy, actions of governmental authorities outside of our control (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of this Agreement.

16.6 No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

16.7 Electronic Communications

The communications between you and Liminex or its Affiliates may take place via electronic means, whether you use an Offering or send us e-mails, or whether we post notices on or through any Offering or communicate with you via e-mail. For contractual purposes, you (a) consent to receive

communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

16.8 Assignment

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.9 Notice

Where we require that you or any Authorized Users provide an e-mail address, you are responsible for ensuring that we are provided with the most current e-mail address for the designated Authorized User. In the event that the last e-mail address provided to us is not valid, or for any reason is not capable of receiving any notices required/ permitted by this Agreement, our dispatch of the e-mail containing such notice to such address will nonetheless constitute effective notice. You may give notice to us at the following address: 2030 E Maple Ave, Suite 100, El Segundo, CA 90245. Such notice shall be deemed given when received by us by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

16.10 Waiver

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.11 Export Control

You may not use, export, import, or transfer any Offering except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Offering, and any other Applicable Laws. By using any Offering, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You will not permit any Authorized User to access or use any Offering, or deploy any Offering on any device or account, in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

17. Definitions

For the purposes of this Agreement, the following capitalized terms will have the meanings set forth for each of them below:

17.1 Add-on

Add-on means any additional license to an Offering, beyond the original Licensed Capacity purchased, the parties agree to add to School's Subscription during a Subscription Term.

17.2 Activity Information

Activity Information means information about online account and activity collected at the Authorized User level, in connection with Managed Devices or Accounts, including, for GoGuardian Offerings, chats (within GoGuardian Teacher), a student's browsing history, IP address automatically collected by GoGuardian, online content, screenshots, and key input patterns (but not the actual inputs) to identify behaviors like gaming, and for Pear Deck Offerings and Pear Practice Offerings, information about the student's activity within a presentation or session, including engagement with and any student content generated in the session, and, Your Content that is uploaded into or generated in any Offerings. This may include free text, multiple choice answers, drawings, or URLs. For Pear Assessment Offerings, information from or about any activity when an Authorized User is logged on, including audio recordings in an assessment may be collected. Pear Deck Tutor may collect additional information, from or about any activity when an Authorized User is logged on including, chats, audio and video recording during virtual tutoring sessions, free text or drawings on the whiteboard during virtual tutoring sessions, and documents submitted to the Pear Deck Tutor Writing Lab.

17.3 Affiliate

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

17.4 Applicable Law

Applicable Law means any applicable federal and state laws, rules and regulations, applicable to the parties and/or the Offerings, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and the Applicable Mental Health Laws.

17.5 Applicable Mental Health Law

Applicable Mental Health Law means any federal and state laws, rules and regulations applicable to School's suicide and self-harm program and use of GoGuardian Beacon or GoGuardian Admin (self-harm smart alerts and/or Beacon Starter), including applicable law mandating staff training, certain suicide staff roles such as suicide prevention coordinators, and school prevention, intervention, and post-intervention policies.

17.6 Association Information

Association Information means information associating a particular student or other user of a Managed Device or Account to a particular Managed Device or Account, as well as information about associations between any such user of a Managed Device or Account with School, an organizational unit or other grouping within the school (e.g., grade, class, cohort), a parent or guardian or a school official or Authorized School Personnel. Association Information does not include Activity Information.

17.7 Authorized Reseller

Authorized Reseller means an entity authorized by Liminex or one of its Affiliates to sell Subscriptions to one or more Offerings under the terms of this Agreement and with which School has contracted directly to purchase the Offerings.

17.8 Authorized User

Authorized User means an individual who is authorized by School to use an Offering, for whom School has purchased or provisioned a Subscription, and to whom School (or, when applicable, Liminex or one of its Affiliates, at School's request) has supplied access credentials (for Offerings utilizing authentication). Authorized Users include, for example, Authorized School Personnel and agents and third parties such as students and parents/guardians.

17.9 Authorized School Personnel

Authorized School Personnel means an Authorized User who is an employee, teacher, or official of a School or a School's district.

17.10 Authorized School Personnel Information

Authorized School Personnel Information means information about Authorized School Personnel, including permission levels associated with the Authorized School Personnel, chat messages between students and teachers using an Offering, such as GoGuardian Teacher, unique account identifiers generated by us, and other relevant unique identifiers.

17.11 Confidential Information

Confidential Information means (a) any software utilized by us in the provision of any Offering and its respective source code; (b) each party's business or technical information, including but not limited to the User Documentation, information relating to software plans, designs, costs, prices and names, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (c) any special pricing or other non-standard terms agreed to by the parties in an Order Form or other separate written document. Confidential Information will not include any information that: (w) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (x) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (y) was independently developed by a party without breach of any obligation owed to the other party; or (z) was or is received from a third party without breach of any obligation owed to the other party.

17.12 Deidentified Information

Deidentified Information means aggregated and anonymized data which may be derived from School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information; provided such Deidentified Information cannot reasonably be used to identify any Authorized User, user of a Managed Device or Account, or any other individual.

17.13 Education Records

Education Records means “education records” as defined under the FERPA regulation 34 CFR § 99.3.

17.14 Account

Account means an account created by or on behalf of School that is associated with one or more Offerings for which School has a Subscription, which is then used by School to manage access and use of the Offering(s) by School and its Authorized Users.

17.15 Liminex Information

Liminex Information means (a) all Deidentified Information; and (b) any information collected by Liminex or its Affiliates independently and without access to, reference to or use of any School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information.

17.16 Offering

Offering means any product or service, including Professional Services, made available by Liminex or its Affiliates, including the GoGuardian Offerings, the Pear Deck Offerings, the Pear Assessment Offerings, the Pear Deck Tutor Offerings, and the Pear Practice Offerings.

17.16.1

GoGuardian Offering(s) means Liminex’s suite of products and services, including Professional Services, provided under the GoGuardian brand, other than the Websites.

17.16.2

Pear Deck Offering(s) means Liminex’s suite of products and services, including Professional Services, provided under the Pear Deck brand, other than the Websites.

17.16.3

Pear Assessment Offering(s) means Liminex’s suite of products and services, including Professional Services, provided under the Pear Assessment brand, other than the Websites.

17.16.4

Pear Practice Offering(s) means Liminex's suite of products and services, including Professional Services, provided under the Pear Practice brand, other than the Websites.

17.16.5

Pear Deck Tutor Offering(s) means Liminex's suite of products and services, including Professional Services, provided under the Pear Deck Tutor brand, other than the Websites.

17.17 Liminex Parties

Liminex Parties means Liminex, its Affiliates, including Pear Deck Inc., Snapwiz Inc., and Zorro Holdco, LLC, and each of their respective licensors, suppliers, officers, directors, employees, shareholders, agents and representatives.

17.18 Licensed Capacity

Licensed Capacity means the number of licenses to an Offering covered by a Subscription during a Subscription Term (e.g., depending on the particular offering and licensing model indicated on the Order Form, the number of accounts, authorized devices, installations, seats, or tutoring hours).

17.19 Managed Device or Account

Managed Device or Account means any device and/or account of a student or user for which School deploys or installs an Offering or seeks participation from an Offering for such purpose in accordance with the terms of this Agreement.

17.20 Order Form

Order Form means a written or online ordering document, communication, form, statement of work, or other documentation that specifies the Offering(s) to be provided and which is either executed or submitted by you, and then accepted by a Liminex, one of its Affiliates or one of their Authorized Resellers. Each Order Form identifies the purchased Offering(s), any applicable fees, and, for licensed products and services, the Subscription Term and Licensed Capacity, as well as any other terms as agreed to between the parties. If an Order Form with School indicates that any School Affiliates will be receiving access to the Offering(s) hereunder, each of them will be bound by the terms of this Agreement as if they were an original party hereto.

17.21 Parent/Guardian Information

Parent/Guardian Information means any data or information provided, submitted, or made available in an Offering about a parent or guardian of a student user of a Managed Device or Account, including the individual's association with a particular child and his or her contact information (e.g., email address).

17.22 Content

Content means all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, any Offerings.

17.23 Personal Student Information

Personal Student Information means information provided, submitted, or made available in an Offering about a student user of a Managed Device or Account (including, the student's School-managed account information, Activity Information, grade and attendance data, and location information to the extent collected) that may, alone or in combination with other available information, be reasonably used to identify a current or former student enrolled in a School, including Educational Records defined herein.

17.24 Professional Services

Professional Services means any supplemental technical, training, support, consulting or implementation services that Liminex or one of its Affiliates provides to you, as set forth in an Order Form. Any purchased Professional Services, whether provisioned in connection with or support of another Liminex Offering, shall be deemed an Offering hereunder.

17.25 School

School means the school, school district, corporation, organization, college, university, or other legal entity identified on an Order Form on whose behalf the individual accepts this Agreement, and any Affiliates of that school, school district, corporation, organization, college, university, or other legal entity have entered into Order Form(s) (for so long as they remain Affiliates).

17.26 School Account Information

School Account Information means School Profile Information, Authorized School Personnel Information, and Association Information.

17.27 School Affiliate

School Affiliate means any Affiliate of School that has been designated in an Order Form as authorized to access the Offerings under this Agreement.

17.28 School Log and Cookie Information

School Log and Cookie Information means analytics, log and event information, such as IP address, Internet service provider (ISP), date and time stamp, browser language, browser type, amount of time spent on particular portions of the Offerings, service diagnostics and technical logging information,

device information, and/or other general usage data, automatically collected by or on behalf of Liminex or an Affiliate.

17.29 School Profile Information

School Profile Information means the name, email address, and phone number of the individual ordering the Offering on School's behalf, as well as the School's name, address, billing address, of the School or Authorized User, as applicable, the number of devices, number of students, and network configuration, and to the extent an Account is created for School, the password created for such Account.

17.30 Subscription

Subscription means a time-limited right granted to School to access and use one or more licenses to an Offering under the terms of this Agreement.

17.31 Subscription Term

Subscription Term means the period of time for which you subscribe (whether through a standard license or as part of a trial or beta license) to a particular Offering, as specified in an Order Form. For the avoidance of doubt, "Subscription Term" includes the initial Subscription Term agreed to in the Order Form and any subsequent renewal Subscription Term under that Order Form.

17.32 User Documentation

User Documentation means the online user guides, documentation, and help and training materials we make accessible at GoGuardian **Help Center**, the Pear Deck **Help Center**, the Pear Assessment **Help Center**, the Pear Practice **Help Center**, the Pear Deck Tutor **Help Center**, the **Pear Deck Tutor Code of Conduct**, or such other URL we identify from time to time, and any other materials we provide as part of the Offerings, all as may be updated from time to time.

17.33 Website(s)

Website(s) means the Liminex or its Affiliates' websites made available online to the public that are not the Offerings.

ORDER FORM



QUOTE # Q-366232
DATE 4/23/2024
EXPIRATION DATE 5/23/2024

Bill To

Thornton Fractional Township High School
District 215 (IL)
18601 Torrence Ave
Lansing, Illinois 60438
United States

Ship To

Chirstian Hooper
Thornton Fractional Township High School
District 215 (IL)
18601 Torrence Ave
Lansing, Illinois 60438-2830
United States
+1 708 495 2546
chooper@tfd215.org

Liminex, Inc.

dba GoGuardian and Pear Deck Learning
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**", "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
3,350	GG-ADM3Y-003000	GoGuardian Admin with Fleet, DNS & AdDeflect	8/1/2024	7/31/2027	\$8.82	\$29,547.00
TOTAL (USD):						\$29,547.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

ORDER FORM

QUOTE # Q-366232
DATE 4/23/2024
EXPIRATION DATE 5/23/2024



RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature:

Name:

Title:

Email:

Accounts Payable Name:

Accounts Payable Email:

PO Number (Optional):

Additional Notes (requests for delayed invoicing, etc.): 3% Negotiated Escalation Rate - Paid Annually



MEMORANDUM

Date: May 8, 2024
To: Mr. John Robinzine, Superintendent/Board of Education
From: Paul Wakefield, Chief Technology Officer
Subject: Data Analytics and Insights System

Recommended Action

It is recommended that the Board approve the agreement with PowerSchool for three years of Data and Analytics Service in the amount of \$78,978.04 at the May 28th meeting of the Board of Education.

Background

District 215 has embraced a culture based on data driven decision making. As the District further shifts towards this culture, the data structures necessary to make decisions are becoming larger and more complex. To assess and use the data available to make the best decisions for District 215, a system that provides the right data at the right time, with ease, is essential most effective to district stakeholders.

A cross functional team of stakeholders from all departments evaluated systems to find one that best fit the needs and complemented the resources available in District 215. Based on assessment of systems, the PowerSchool Unified Insights system provided the best overall solution to meet District needs.

Key functions of the system include:

- ***Integrate Key Source System Data*** - Bring together critical source system data and integrate it to provide rich, meaningful information for educators.
- ***Longitudinal Data Analytics*** - Turn valuable insights, trends, patterns, and fluctuations into student development and educational outcomes.
- ***Student Analytics*** - Provides educators a complete view of schools and students with data management and analytics tools that provide essential insights to make informed decisions.

Funding source if applicable:

A need for a data analytics system has been anticipated and has been included in budget forecasting. Funding from the system will come from local monies currently budgeted in the Technology budget. Payments under the terms of the agreement will be as follows:

FY24 – \$38,976.42
FY25 – \$21,000.81
FY26 – \$21,000.81

Monies for the payments above have been allocated in the budget years in which they will be incurred.

Attachment:

TFD 215 Unified Insights Discounted Quote.pdf



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-890057 - 1
 Quote Expiration Date: 31-MAY-2024

Sales Quote - This Is Not An Invoice

Prepared By:	Riley Reynolds	Customer Contact:	Paul Wakefield
Customer Name:	Thornton Fractional High School District 215	Title:	Chief Technology Officer
Enrollment:	3,325	Address:	18500 Burnham Avenue
Contract Term:	37 Months	City:	Calumet City
Start Date:	1-JUN-2024	State/Province:	Illinois
End Date:	30-JUN-2027	Zip Code:	60409
		Country:	United States
		Phone #:	(708)585-2377

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUN-2024 - 30-JUN-2025			
License and Subscription Fees			
Platform Hosted	3,325.00	Students	USD 5,135.48
Student Analytics Hosted	3,325.00	Students	USD 9,629.02
Analytics and Insights MTSS	3,325.00	Students	USD 5,779.84
Risk Analysis Hosted Subscription	3,325.00	Students	USD 2,182.57
Analytics and Insights One Time Discount	1.00	Each	USD -5,250.00

License and Subscription Totals: **USD 17,476.91**

Professional Services and Setup Fees			
Student Analytics PS SIS Hosted Deployment	1.00	Each	USD 4,839.12
Analytics and Insights Keys to Ownership	20.00	Hours	USD 3,519.40
Analytics and Insights MTSS Deployment	3,325.00	Students	USD 1,833.00
Analytics and Insights Keys to Ownership	10.00	Hours	USD 1,759.70
Risk Analysis Deployment	1.00	Each	USD 6,356.84

Professional Services and Setup Fee Totals: **USD 18,308.06**

Training Services			
Analytics and Insights Training Remote	3.00	Hours	USD 714.87
Analytics and Insights Training Remote	2.00	Hours	USD 476.58

Training Services Total: **USD 1,191.45**

Subscription Period Total	
Total Discount	USD 21,463.43
Initial Term	1-JUN-2024 - 30-JUN-2025

Amount To Be Invoiced	USD 36,976.42
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Annual Ongoing Fees as of 1-JUL-2025 - Fees subject to an annual uplift, which will be reflected on renewal quote

Platform Hosted	3,325.00	Students	USD 4,745.44
Student Analytics Hosted	3,325.00	Students	USD 8,897.70
Analytics and Insights MTSS	3,325.00	Students	USD 5,340.86
Risk Analysis Hosted Subscription	3,325.00	Students	USD 2,016.81

Annual Ongoing Fees Total: **USD 21,000.81**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift of 3.0%. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End 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 sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:

https://www.powerschool.com/MSA_Mar2024/

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

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 26-APR-2024

Thornton Fractional High School District 215
Signature:

Printed Name:

Title:

Date:

*****Sales Quote - This Is Not an Invoice*****

Statement of Work

Purpose of Document

The purpose of this Statement of Work (“SOW”) between the PowerSchool entity in accompanying quote (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. “Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.”
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the “Customer Responsibilities” included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer’s behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.



Unified Insights / Connected Intelligence Statement of Work KTO

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes add-on services that will be provided to Customer in support of their use of the Unified Insights / Connected Intelligence platforms.

This SOW defines the process for using KTO hours purchased by Customer for Unified Insights / Connected Intelligence. KTO (Keys to Ownership) hours purchased for Unified Insights or Connected Intelligence may be used interchangeably between the 2 products. KTO hours for UI / CI are typically used after a Customer's base product implementation has been completed, and can be used for a variety of additional Services including:

- Project Management time
- Solution Consulting time
- Consultation and scoping for customization requirements
- Performing and delivering customization work, including both customization development and customization QA
- Maintenance or updates to prior customizations

All PowerSchool services for this SOW will be performed remotely.

KTO Process

A Project Manager and a Solution Consultant will be assigned to this KTO project. Ongoing project management and consulting time will be deducted from the available KTO bucket. Project Manager will provide regular reporting to the Customer showing hours used and hours remaining.

As part of the ongoing KTO engagement and consultation, it is expected that Customer may wish to use hours towards customization work for either UI or CI. When customization needs are surfaced, the PowerSchool team will work with the Customer to define the customization requirements in detail, and will then provide a fixed-hours estimate for performing the customization work, which will be sent to Customer for their approval. Once approved, PowerSchool will then develop, test, and deliver the customization to the Customer's UI or CI environment, while also deducting the approved fixed number of hours from the Customer's existing KTO bucket.

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Assist with final system QA and provide final system acceptance for go-live.

Customization Maintenance



Unified Insights / Connected Intelligence Statement of Work KTO

NOTE: Support for product customizations is not covered by the standard PowerSchool support service provided with a product license or subscription. Support for customizations can be provided by PowerSchool Professional Services by using KTO hours. For Customers who have a customized UI or CI solution, it is always recommended to maintain an on-hand bucket of KTO hours in case the need arises for supporting or making changes to prior customizations.

PowerSchool Analytics and Insights

MTSS Statement of Work

MTSS Single-District Deployment

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- PowerSchool MTSS (Qty 1)

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- Implementation of the following product modules:
 - PowerSchool Student Analytics
- Defined Users, Groups, and Roles

Services in Scope

Activities and Deliverables

- The district is given the Roles/Permissions document and provided an opportunity to set their security for both Interventions and Student Plans
 - This is done in the Developer Tools, by using the Edit Rights function (gold lock icon)
- The district is walked through the Intervention Settings page, where they are informed about the following settings they can edit. This walkthrough explains the purpose of the fields, effects on reporting, and things to consider when customizing your values
 - Enrollment/Withdrawal reason
 - Levels
 - Types/Subtypes
 - Student Support Resources
 - Student Observation Labels
- A demo and basic training of Intervention Plans
- A demo and basic training of filling out Interventions
- A demo and basic training of Student Plans template builder
- A demo and basic training on how to create a Student Plan from a template

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management

PowerSchool Analytics and Insights MTSS Statement of Work MTSS Single-District Deployment

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Assist with final system QA and provide final system acceptance for go-live.

SOW Fees

This is a fixed-price SOW. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.

PowerSchool Student Analytics Statement of Work

PS SIS Single-District Deployment

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- PowerSchool Student Analytics (Qty 1)

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- Customer must be using PowerSchool SIS version 20.4.3 or higher in production, hosted in a PowerSchool cloud environment or accessible via a VPN service provided by PowerSchool.

Services in Scope

Initiating & Planning

- Host a project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources.

Executing

- Coordinate with PowerSchool SaaS operations team for deployment of the Student Analytics – PS SIS Hosted environment:
 - Cloud environment provisioning
 - Student Analytics application installation
 - Maintenance Access is a secure method through which PowerSchool Deployment resources access a district's instance of PowerSchool SIS, and allows PowerSchool to expedite various processes and procedures to ensure that the implementation project progresses swiftly and efficiently. Signature of this Scope of Work indicates that you provide permission for SIS Maintenance Access to be used throughout the implementation project as needed.
 - PowerSchool AppSwitcher SSO implementation and configuration
 - Standard user roles inherited from PowerSchool SIS
 - SFTP folder setup for file exchange
 - Deployment of the following standard Student Analytics connectors:
 - PowerSchool SIS 2.0
 - Schoology (optional – will be deployed if Customer is using Schoology in production at the time of this SOW implementation project)
 - Note: This SOW includes deployment of the standard connectors only. Customizations and data extensions are not included in this SOW.
 - Deployment of standard Student Analytics dashboard content.
 - Note: This SOW includes deployment of the standard dashboard content only. Customizations are not included in this SOW.

PowerSchool Student Analytics Statement of Work

PS SIS Single-District Deployment

- Entities and data from source systems will be limited to Student Analytics application requirements. Data domains for this implementation will include up to the following:
 - Students; Schools; Basic Staff; Enrollment; Attendance; Assessment; Discipline; Courses; Curriculum, Period, and Final Marks; Student Schedules; Basic Special Education
 - Staff Online Activity; Student Online Activity; Tech Access (Optional – If Schoology connector is implemented)
- US State & National Assessment data:
 - Customer will be introduced to the Assessment team and educated on the process of working with that team for initial and ongoing upload of standard supported US State and National assessment data, if applicable.
 - Loading of other assessment data beyond the standard supported assessments and formats can be performed by the Professional Services team and can be covered under a separate SOW or using KTO hours.
- Consulting
 - A Student Analytics – Strategic Solutions Consultant (SSC) will be assigned to assist Customer with understanding and adoption of their standard Student Analytics solution. SSC sessions with the Customer will include the following topics for up to 7 sessions:
 - Post-kickoff system demo for Customer project team to educate on system functionality and capabilities, and to review SOW milestones
 - Review of Customer operations and expected use cases for Student Analytics
 - Post-implementation system walkthrough using live Customer data
 - Best practices for system use and adoption
 - Discussion of potential areas for future system expansion or customization

Monitoring

- Perform final system QA
- User Training:
 - Deliver standard instructor-led Student Analytics User Training
 - Total hours included in this SOW for User Training are specified on Customer's quote

Closing

- Perform Support handoff and project close

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management



PowerSchool Student Analytics Statement of Work

PS SIS Single-District Deployment

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Provide access for PowerSchool to source systems to enable implementation and configuration of PowerSchool connector for extracting data from source systems to load into Student Analytics.
- Assist with validation of source system data and dashboard metrics.
- Validate AppSwitcher SSO between Student Analytics and PS SIS
- Validate user roles inherited from PS SIS
- Participate in Consulting.
- Participate in User Training.
- Assist with final system QA and provide final system acceptance for go-live.

SOW Fees

This is a fixed-price SOW. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.

PowerSchool Analytics and Insights Risk Analysis Statement of Work Risk Analysis Single-District Deployment

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- PowerSchool Risk Analysis (Qty 1)

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- Prior deployment of PowerSchool Student Analytics module.
- Loading of state assessment and interim assessments

Services in Scope

Initiating & Planning

- Host a project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources.

Executing

- Coordinate with PowerSchool SaaS operations team for deployment of the Risk Analysis environment.
- Deployment of Risk Analysis automated predictive engine.
 - Deployment of standard Risk Analysis dashboard content
 - Note: This SOW includes deployment of the standard dashboard content only. Customizations are not included in this SOW.
- Perform dashboard metric fitting to align the Customer's data with the standard dashboard content.
 - Note: Fitting does not include changes to dashboard layouts, metrics, or adding / removing dashboard data elements, which could all be addressed separately via a dashboard customization.

Monitoring

- Perform final system QA
- User Training and Consultation:
 - Deliver standard instructor-led Risk Analysis User Training
 - Deliver customized SME system roll-out and Adoption Consultation
 - Total hours included in this SOW for User Training and Adoption Consultation are specified on Customer's quote

PowerSchool Analytics and Insights Risk Analysis Statement of Work Risk Analysis Single-District Deployment

Closing

- Perform Support handoff and project close

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Assist with validation of source system data and dashboard metrics.
- Participate in User training and consultation.
- Assist with final system QA and provide final system acceptance for go-live.

SOW Fees

This is a fixed-price SOW. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.



MEMORANDUM

Date: May 8, 2024

To: Mr. John Robinzine, Superintendent/Board of Education

From: Paul Wakefield, Chief Technology Officer

Subject: District-Wide Copy Machine and Managed Printer Services RFP

Recommended Action

It is recommended that the Board approve an agreement for Managed Copier and Printer Services at the May 28th meeting of the Board of Education.

Background

The current lease for 21 of the district's 31 copy machines expires on July 20, 2024. At this time, the district will need to replace the machines as they are owned by the leasing company. District 215 sought the best overall value for district-wide consolidated copy machine and managed printer services through a competitive RFP process.

The RFP contained three different options for copy machine replacement to provide the district with the best overall solution. The district received three responses to the RFP. All responses are under evaluation in accordance with the evaluation criteria as specified in the RFP. I am having clarifying conversations with the vendors who responded and will provide the board with the my final recommendation once those conversations are completed. A recommendation will be brought to the Board at the May 28th meeting of the Board of Education.

Evaluation Criteria

Criteria	Percentage
Price	40%
Completeness of Proposal and Exceptions	20%
Service, Support, and Supply Management	20%
References and Experience	20%

Funding source if applicable:

Funding for this agreement will be sourced from local monies currently budgeted for Managed Copier and Printer Services. The amount currently being used to pay the current expiring lease will be repurposed to the new agreement.

Attachment:



Copier and Managed Printer Services RFP Evaluation and Recommendation

May 8, 2024

Evaluation

The three RFP responses were evaluated in accordance with the criteria set forth in the RFP. All responses met the stated specifications and requirements of the RFP and were fully considered. The evaluation criteria included the total cost of the proposal, the completeness of the RFP response and any notable exceptions the vendor took to the specifications, the proposed service, support and management structure that was proposed, and references provided by the vendor.

The evaluated cost component of the RFP is shown in the table below.

	Gordon Flesch	Xerox Midwest	Proven IT
Hardware Option Selected	60 Month Lease, \$1 Buyout (31 machines)	36 Month Lease, \$1 Buyout (22 machines)	36 Month Lease, \$1 Buyout (21 machines)
Hardware Vendor	Canon	Xerox	Xerox
Annual Lease Cost	\$ 74,614.20	\$ 66,206.95	\$ 193,596.00
Annual Usage Cost*	\$ 60,279.11	\$ 29,569.24	\$ -
* Assumes 10% per year usage increase			
Remaining Lease Annual for 3 years	\$ -	\$ 35,196.24	\$ 35,196.24
Estimated Annualized Lease Buyout	\$ 22,000.00	\$ -	\$ -
Annualized Credit	\$ (4,000.00)	\$ -	\$ (6,666.67)
Years in Term	5	3	3
Annual Cost Per Year over Term	\$ 152,893.31	\$ 130,972.43	\$ 222,125.57

The full evaluation of the RFP in accordance with the specified evaluation criteria is below.

Criteria	Weight	Gordon Flesch	Xerox Midwest	Proven IT
Price	40%	34%	40%	24%
Completeness of Proposal and Exceptions	20%	20%	20%	20%
Service, Support, and Supply Management	20%	20%	20%	20%
References and Experience	20%	20%	20%	20%
Total	100%	94%	100%	84%

Recommendation

Based on the RFP evaluation criteria, it is recommended that District 215 agree to lease 22 copiers for a 23-month term concluding with a \$1 buyout option at the end of the lease term from Xerox Business Solutions Midwest. This proposal provides the overall best value for District 215 and presents a minimal disruption for users as the solution continues to use Xerox hardware and the same print management system – PaperCut. A final agreement will be brought before the Board for approval at the May 28th meeting of the Board of Education. Implementation will occur in June.



MEMORANDUM

Date: May 8, 2024

To: Mr. Robinzine, Superintendent and Board of Education

From: Becky Szuba, Assistant Superintendent of Teaching and Learning

Subject: Consolidated District Plan

Recommended Action

The Department of Teaching and Learning is seeking Board approval for the 2024-2025 Consolidated District Plan during the May 28th Board of Education meeting.

Background

As discussed during the Teaching and Learning presentation at the April Board meeting, the Consolidated District Plan (CDP) addresses the planning portion of the grant application process. **Districts that intend to apply for any of the twelve specified grants must have an approved CDP with ISBE before submitting the grant application.** State grants are not included in the CDP.

District 215 currently receives the following federal grants:

- Title I, Part A – Improving Basic Programs
- Title II, Part A – Preparing, Training and Recruiting High Quality Teachers, Principals, and other School Leaders
- Title III – Language Instruction Education Program (LIEP)
- Title IV, Part A – Student Support and Academic Enrichment
- IDEA, Part B - Flow through

The CDP template requires districts to complete aligned goals to the following four categories:

- Student Achievement and Timely Graduation
- College and Career Readiness
- Professional Development: Highly Prepared and Effective Teachers and School Leaders
- Safe and Healthy Learning Environments

District 215 used feedback from various school community members to review current district data points/initiatives. Feedback was gathered from the following groups/meetings: District Cabinet Team, Parent advisory Groups, District Teaching and Learning Committee, Equity Committee, and Discipline Committee. As a result, a summary of the six Consolidated District Plan Goals is as follows:

2024-2025 CDP Goals

Goal 1: The percentage of 9th grade students on track will increase by 5%. *(This goal is replacing the SAT growth goal due to a potential change in the accountability assessment by the State.)*

Goal 2: By June 2025, at least 93% of District 215 - 12th grade students will successfully meet graduation requirements.



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- Goal 3: District 215 will increase the percentage of students enrolling in Advance Placement, Honors, Dual Credit, Dual Enrollment, and/or Career Technical Education Pathway courses with work-based learning experiences by 3% for the 2024-25 school year.
- Goal 4: By June, 2025, 100% of District 215 teachers will attend professional development sessions in one of the following areas: Standards-aligned Instruction and Assessment, Data-informed Instructional decision-making, Task Analysis & Alignment, Social-Emotional Learning, Cultural Competency, Collective Equity, Integration of Instructional Technology, Culturally Responsive Practices and/or Differentiation.
- Goal 5: District 215 will provide a minimum of 10 events for students, families, and community members to attend in order to increase engagement.
- Goal 6: District 215 will continue to evaluate, invest in and support digital tools and resources for all staff and students that are intentionally aligned and integrated with our ever-evolving curriculum.

Funding source if applicable: N/A

Attachment Summary of Plan



Summary of District Consolidated Plan

General Education Provisions

District 215 is committed to an overall culture of equity where the creation and implementation of policy, the allocation of resources, and access to opportunity are intentionally aligned to meet the needs of all student groups, regardless of: race, gender, gender identity, sexual orientation, socioeconomic status, ability, home or first language, religion, national origin, immigration status, age or physical appearance.

Equal educational and extracurricular opportunities shall be available for all Thornton Fractional High School District 215 staff and students without regard to color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, order of protection status and actual or potential marital or parental status, including pregnancy. Further, the District will not knowingly enter into agreements with any entity or any individual that discriminates against staff or students on the basis of sex or any other protected status, except that the District remains viewpoint neutral when granting access to school facilities under Board Policies Relating to Building and Properties. Any staff member or student may file a discrimination complaint by using Board Policy - Uniform Complaint Procedure.

District 215 will ensure that students and/or staff members with disabilities have equal access to a quality education and/or professional development. The district provides appropriate supports and services designed to minimize the impact of the identified disability on a student's academic progress and/or a staff member's ability to perform his/her duties. District 215 ensures equitable access and participation through continuous evaluation of its programs, services and staff development needs.

Needs Assessment and Programs

Describe how the LEA will align federal resources, including but not limited to the programs in the CDP, with state and local resources to carry out activities supported in whole or in part by the funding of these programs.

District 215 utilizes the federal resources to provide supplemental services to students, professional development opportunities to staff, parental programs to improve community involvement, and additional resources and technology in order to support activities that we would not otherwise be able to offer to our school community members. Resources will be utilized to provide all children with the opportunity to receive a fair, equitable and high-quality education and to close educational achievement gaps. Additionally, these resources will be utilized to improve methods and instructional strategies that strengthen our academic programs, increase the amount and quality of learning time, and assist in providing an enriched and accelerated curriculum.

Provide a Summary of the LEA's needs assessment

District 215 continues to use both quantitative and qualitative data from various resources to assess current needs in regard to student achievement, learning conditions and elevating educators. Based on SAT state testing results from 2023, District 215 students are lagging behind the state averages on high stakes testing. While there was a small increase in the percentage of students who met or exceeded in ELA and math, our students were still behind the State average for meeting and exceeding. Additionally, an achievement gap exists between White and minority students as well as proficiency rates for students with IEPs and English Language Learners specifically in the area of ELA. According to the state SAT Math results, only 9% of students showed proficiency. 14.9% of White students were proficient and only 0.6% of Black students were. English learners were at 3.3% for proficiency and Students with IEPs were at 9%. In addition, when looking at the state



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SAT ELA results, 15.8% demonstrated proficiency overall. 29.7% of White students were proficient, 19.9% of Hispanic students and only 12.6% of Black students. English learners were at 3.3% and students with IEPs were at 1.3%. While we saw an increase in proficiency from last year on the Illinois Science Assessment, District 215 students still performed significantly lower than the State with white students outperforming minority students. 47.7% White students demonstrated proficiency in comparison to 42.9% Hispanic and 28.8% Black students. English learners demonstrated 25.8% proficiency and Students with IEPs were even lower at 11.4%. Based on NWEA growth assessments for grade 9 students, there was a large increase in RIT scores for Algebra from Fall to Winter of 6.3 points. There was also an increase in Geometry, for Grade 10 students, from Fall to Winter of 5.3 points. However, only 57% of our grade 9 students met their growth projection from Fall to Winter for algebra and 48% for geometry. 51% of grade 9 and grade 10 students met their growth projection from Fall to Winter for reading. Additionally, our 9th grade on track has decreased since 2021. Black student and Hispanic student groups have decreased as well as English Learners and Students with IEPs.

We continue to use the data from our partnership with Equal Opportunity Schools (Support and Belonging Report and Equity Pathways Report), which revealed that students were not participating in AP due to an adult encouragement barrier. 55% of our Black students and 58% of our Hispanic students noted a welcome barrier. Furthermore, only 24% of historically underrepresented students of Color and Low-Income Students in AP classes reported that their classes are challenging. Only 15% of non-AP students reported that their classes were challenging. Additionally, periodic student course enrollment reports from Power School are reviewed and analyzed in regard to the representation of students in rigorous coursework and CTE pathways. A curriculum audit also identified equity, providing additional resources to students who are not performing on level with their peers, as a factor. Black students represent two-thirds of the district student population, and this group is still underrepresented in both honors and Advanced Placement courses.

Additionally, during the 2022-23 school year, qualitative data was collected via various entities such as parent meetings, curriculum student and staff feedback surveys, building and district administrative meetings, Committee of the Whole meetings, Strategic Planning meetings, and Equity sub-committee meetings. In the Fall of 2021, our District assembled a Mobile Learning Initiative Committee (MLIC) which was made up of administrators, teachers, librarians and technology staff members to analyze the aspects of what great teaching and learning looks like in a technology rich and diverse environment. The MLIC met on five separate occasions and developed seven recommendations for effectively integrating instructional technology into our district. Additionally, we sent a survey out to parents/guardians and staff regarding communication and technology.

Finally, the 5 Essentials survey reveals a low level of teacher-parent trust, low performance for safety, and low expectations for postsecondary education.

Based on both the quantitative and qualitative data, District 215 established 6 overarching goals in the areas of student achievement, curriculum design and development, course enrollment, family engagement, implementation of instructional technology and professional development to address these identified needs.

Goal 1: The percentage of 9th grade students on track will increase by 5%. *(This goal is replacing the SAT growth goal due to a potential change in the accountability assessment by the State.)*

Goal 2: By June 2025, at least 93% of District 215 - 12th grade students will successfully meet graduation requirements.

Goal 3: District 215 will increase the percentage of students enrolling in Advance Placement, Honors, Dual Credit, Dual Enrollment, and/or Career Technical Education Pathway courses with work-based learning experiences by 3% for the 2024-25 school year.



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Goal 4: By June, 2025, 100% of District 215 teachers will attend professional development sessions in one of the following areas: Standards-aligned Instruction and Assessment, Data-informed Instructional decision-making, Task Analysis & Alignment, Social-Emotional Learning, Cultural Competency, Collective Equity, Integration of Instructional Technology, Culturally Responsive Practices and/or Differentiation.

Goal 5: District 215 will provide a minimum of 10 events for students, families, and community members to attend as a means to increase engagement.

Goal 6: District 215 will continue to evaluate, invest in and support digital tools and resources for all staff and students that are intentionally aligned and integrated with our ever-evolving curriculum.

List and describe other instruments and/or processes that were used in the needs assessment.

District 215 has had an ongoing partnership with Curriculum Management Solutions, inc. since the Fall of 2018. Curriculum audits and feedback sessions are used as part of the needs assessment. Moreover, students and teachers provide feedback on curriculum via a survey that references our Guiding Principles for Effective Curriculum, supports/extensions within the curriculum, standards-alignment, and resources. In the Fall of 2022, District 215 partnered with NWEA MAP and uses this data to inform needs.

Additionally, during the 2023-2024 school year, parent meetings, building and district administrative meetings, Committee of the Whole meetings, Teaching and Learning Committee meetings, Strategic planning meetings, Teaching and Learning Listening sessions, and Equity sub-committee meetings were used to discuss and assess district needs.

For each program for which funding is anticipated, provide a summary of the needs assessment results. Include the program goal(s) identified through the needs assessment process, as applicable.

- **Identify areas of need related to student achievement, subgroup performance, and resource inequities.**
- **Include any additional information relevant to this planning document. Provide targeted responses where noted.**
- **Describe how the needs assessment information will be used for identifying program goals and planning grant activities for each program as applicable.**

Title I improving basic programs

District 215 referenced the following data to arrive at Goal 1 (9th grade on track), goal 2 (graduation rate), and goal 4 (professional development):

Based on SAT state testing results from 2023, District 215 students are lagging behind the state averages on high stakes testing. While there was a small increase in the percentage of students who met or exceeded in ELA and math, our students were still behind the State average for meeting and exceeding. Additionally, an achievement gap exists between White and minority students as well as proficiency rates for students with IEPs and English Language Learners specifically in the area of ELA. According to the state SAT Math results, only 9% of students showed proficiency. 14.9% of White students were proficient and only 0.6% of Black students were. English learners were at 3.3% for proficiency and Students with IEPs were at 9%. In addition, when looking at the state SAT ELA results, 15.8% demonstrated proficiency overall. 29.7% of White students were proficient, 19.9% of Hispanic students and only 12.6% of Black students. English learners were at 3.3% and students with IEPs were at 1.3%. While we saw an increase in proficiency from last year on the Illinois Science Assessment, District 215 students still performed significantly lower than the State with white students outperforming minority students. 47.7% White students demonstrated proficiency in comparison to 42.9% Hispanic and 28.8% Black students. English learners demonstrated 25.8%



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proficiency and Students with IEPs were even lower at 11.4%. Based on NWEA growth assessments for grade 9 students, there was a large increase in RIT scores for Algebra from Fall to Winter of 6.3 points. There was also an increase in Geometry, for Grade 10 students, from Fall to Winter of 5.3 points. However, only 57% of our grade 9 students met their growth projection from Fall to Winter for algebra and 48% for geometry. 51% of grade 9 and grade 10 students met their growth projection from Fall to Winter for reading. Additionally, our 9th grade on track has decreased since 2021. Black student and Hispanic student groups have decreased as well as English Learners and Students with IEPs. This needs assessment informs programs such as: extended day credit recovery, academic assistance in ELA, math, social studies, and science, paraprofessionals, and supplementals materials and technology.

To determine goal 3 (increase in rigorous course work and CTE pathways), we used the following:

We continue to use the data from our partnership with Equal Opportunity Schools (Support and Belonging Report and Equity Pathways Report), which revealed that students were not participating in AP due to an adult encouragement barrier. 55% of our Black students and 58% of our Hispanic students noted a welcome barrier. Furthermore, only 24% of historically underrepresented students of Color and Low-Income Students in AP classes reported that their classes are challenging. Only 15% of non-AP students reported that their classes were challenging. Additionally, periodic student course enrollment reports from Power School are reviewed and analyzed in regard to the representation of students in rigorous coursework and CTE pathways. A curriculum audit also identified equity, providing additional resources to students who are not performing on level with their peers, as a factor. Black students represent two-thirds of the district student population, and this group is still underrepresented in both honors and Advanced Placement courses. Additionally, the 5 essentials survey reveals low expectations for postsecondary education. This needs assessment informs programs such as: paying for AP exams and partial salary for an early college program coordinator, and salary for a Director of Teaching and Learning.

Goal 4 focuses on professional development especially with the integration of instructional technology and culturally responsive practices and/or differentiation and Goal 6 emphasizes increasing technology. These were created based on the following data:

During the 2022-23 school year and 2023-2024 school year, qualitative data was collected via various entities such as parent meetings, curriculum student and staff feedback surveys, building and district administrative meetings, Committee of the Whole meetings, Strategic Planning meetings, and Equity sub-committee meetings. In the Fall of 2021, our District assembled a Mobile Learning Initiative Committee (MLIC) which was made up of administrators, teachers, librarians and technology staff members to analyze the aspects of what great teaching and learning looks like in a technology rich and diverse environment. The MLIC met on five separate occasions and developed seven recommendations for effectively integrating instructional technology into our district. Additionally, we recently sent a survey out to parents/guardians and staff regarding communication and technology.

Based on recommendations from the Mobile Learning Initiative (consisting of teachers, administrators, and library/media specialist), District 215 should invest in, and continuously evaluate, digital tools and resources for staff and students that are intentionally aligned and integrated with the District's ever-evolving curriculum. Additionally, the District should provide specific, relevant, ongoing and meaningful coaching on how to best integrate these technological resources. Finally, the District should evaluate a common learning platform to ensure a well-supported, consistent and reliable digital learning environment. This needs assessment informs supplemental digital subscriptions, interactive teacher laptop computers, and technical assistants' staff.

Goal 5 (family engagement) is based on the data from the 5 essentials survey as well as parent meetings and surveys. This assessment informs the stipends for parent liaisons.



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Title II Preparing, Training and Recruiting

Identify needs assessment results, including programs and activities planned as a result of the needs assessment, a description of strategies for closing any achievement gaps, and key professional development opportunities for teachers and Principals.

District 215 continues to rely on the historical data from our partnership with Curriculum Management Solutions, inc., which has been on-going for 6 years: A curriculum audit conducted in the fall of 2018 revealed a preponderance of teacher-led, teacher-centered instruction. Part of the audit included 49 classroom visits, during which students were seen mostly listening to teachers and working on low level Depth of Knowledge (DOK) work. In 30% of the classrooms observed students were listening, in 23% students were participating in low-level writing activities and 89% of student tasks were at DOK level one or two. 68% of classrooms were whole-group, teacher-centered. Furthermore, auditors did not see evidence of differentiation of content and did not see differentiation in the product or process of 82% of classrooms visited. Additionally, in reviewing evaluation data, it is evident that Principals need more training on recognizing and collecting data that captures the domains of "classroom environment and teacher instruction."

Goals three, four and six are developed to address these deficiencies. Goal three focuses on increasing student enrollment in robust, rigorous and culturally relevant courses; goal four addresses the need to provide staff with professional development in differentiated instruction, culturally responsive teaching practices and standards aligned instruction; and goal six centers around the integration of instructional technology through digital platforms and resources. Additionally, our new two-year teacher mentoring program assists us with goals three and four.

Title III- LIEP

According to the Illinois School Report Card, District 215 Emergent Bilingual population has increased at a rate of at least 1% for the past five years. Based on 2021-2022 ACCESS scores, the district only has 14.9% of students in expanding and/or bridging which is lower than the State average. The high number of Spanish-speaking English learners in District 215 indicate a need for a highly effective Transitional Bilingual Education program.

All school wide program goals will benefit our English learner population as we work to: improve standardized test scores and local assessment scores; improve our graduation rate and maximize post-secondary opportunities for every student; develop and implement a robust, rigorous, and culturally relevant curriculum; provide staff with professional development in differentiated instruction, cultural responsive teaching practices and standards aligned instruction; and provide a robust technology infrastructure to transform teaching and learning.

Title IV- Student Support and Academic Enrichment

District 215 referenced the following data to arrive at Goal 1 (9th grade on track), goal 2 (graduation rate), and goal 4 (professional development):

Based on SAT state testing results from 2023, District 215 students are lagging behind the state averages on high stakes testing. While there was a small increase in the percentage of students who met or exceeded in ELA and math, our students were still behind the State average for meeting and exceeding. Additionally, an achievement gap exists between White and minority students as well as proficiency rates for students with IEPs and English Language Learners specifically in the area of ELA. According to the state SAT Math results, only 9% of students showed proficiency. 14.9% of White students were proficient and only 0.6% of Black students were. English learners were at 3.3% for proficiency and Students with IEPs were at 9%. In addition, when looking at the state SAT ELA results, 15.8% demonstrated proficiency overall. 29.7% of White students were



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proficient, 19.9% of Hispanic students and only 12.6% of Black students. English learners were at 3.3% and students with IEPs were at 1.3%. While we saw an increase in proficiency from last year on the Illinois Science Assessment, District 215 students still performed significantly lower than the State with white students outperforming minority students. 47.7% White students demonstrated proficiency in comparison to 42.9% Hispanic and 28.8% Black students. English learners demonstrated 25.8% proficiency and Students with IEPs were even lower at 11.4%. Based on NWEA growth assessments for grade 9 students, there was a large increase in RIT scores for Algebra from Fall to Winter of 6.3 points. There was also an increase in Geometry, for Grade 10 students, from Fall to Winter of 5.3 points. However, only 57% of our grade 9 students met their growth projection from Fall to Winter for algebra and 48% for geometry. 51% of grade 9 and grade 10 students met their growth projection from Fall to Winter for reading. Additionally, our 9th grade on track has decreased since 2021. Black student and Hispanic student groups have decreased as well as English Learners and Students with IEPs. This needs assessment informs programs such as: National Equity Lab and Access to AP courses and AP teacher training to increase access to rigorous course work. It also supports supplemental technology and resources to assist students and staff with reaching State Standards.

Data was also used from our partnership with Equal Opportunity Schools (Support and Belonging Report and Equity Pathways Report), which revealed that 61% of our historically underrepresented Students of Color and Low-Income Students were not participating in AP due to an adult encouragement barrier. 55% of our Black students and 58% of our Hispanic students noted a welcome barrier. Furthermore, only 24% of historically underrepresented students of Color and Low-Income Students in AP classes reported that their classes are challenging. Only 15% of non-AP students reported that their classes were challenging. Additionally, periodic student course enrollment reports from Power School are reviewed and analyzed in regard to the representation of students in rigorous coursework and CTE pathways. A curriculum audit also identified equity, providing additional resources to students who are not performing on level with their peers, as a factor. Black students represent two-thirds of the district student population, and this group is underrepresented in both honors and Advanced Placement courses. Additionally the 5 essentials survey reveals low expectations for postsecondary education. As a result of this data, access to advanced course work will be increased, goal 3. This includes access and free enrollment in National Equity Lab courses as well as payment of Advanced Placement exams.

Based on recommendations from the Mobile Learning Initiative (consisting of teachers, administrators, and library/media specialist), District 215 should invest in, and continuously evaluate, digital tools and resources for staff and students that are intentionally aligned and integrated with the District's ever-evolving curriculum. Additionally, the District should provide specific, relevant, ongoing and meaningful coaching on how to best integrate these technological resources. Finally, the District should evaluate a common learning platform to ensure a well-supported, consistent and reliable digital learning environment. As a result, goal 6 for increasing technology has been developed and is supported through the purchase of technology and training in using it effectively.

Based on parent input at our Strategic Planning Meetings, Bilingual Parent Advisory Committee, and a parent workshop on culture and climate, there is a growing concern around student safety. Additionally, the 5 Essentials Survey indicates a very weak rating at both campuses for supportive environment/safety. Providing a continuous presence with a school resource officer will help to address these concerns.

IDEA Part B Flow-Through

A Needs Assessment is annually conducted by the ECHO Cooperative which considers the needs of 13 surrounding districts. The results of the Needs Assessment are used to identify professional development and programmatic needs. This process supports the specific needs of District 215. Additionally, District 215 reviewed its state assessment data trends and data from classroom visits to develop focused professional development for teachers in the areas of English Language Arts and Math. District 215 also surveyed its special education support staff to determine areas of need as it related to professional learning.



Plan Specific: Stakeholders

Describe activities/strategies LEA will implement for effective parent and family engagement. Include EL engagement:

The following activities/strategies will be implemented for effective parent and family engagement:

1. Parent liaisons will be used to assist in the recruitment of an increasing active membership within our Parent Advisory Boards.
2. Parent Advisory Board meetings will take place on a monthly basis.
3. Parent feedback will be solicited via surveys.
4. The district is committed to hosting the following events to promote engagement: Open House, Advanced Placement Showcase, College Social, Financial Aid Night, Career and Trades Fair, Parent Workshops, Parent/Teacher Conferences.
5. The district is committed to using technology to increase and improve the communication process with families. Social media outlets and apps will be utilized to enhance communication. Additionally, a new learning management system will be implemented.
6. BPAC for Emergent Bilingual parent/families will be held quarterly during the school year.
7. The Family Outreach specialist will host parent workshops for course selection, safety, and financial aid.
8. The Transition specialist will hold listening sessions for parents of students with IEPs.
9. Employed a 'Family Outreach Specialist' to plan and promote activities with our school community.
10. ELLevate to identify needs and proficiency or growth areas for EL students.

Describe the well-rounded instructional program to meet the academic and language needs of all students and how the district will develop and implement:

District 215 is a comprehensive high school district with graduation requirements that exceed the Illinois state-imposed requirements for graduation. The district requires that a student successfully completes 23 credits for graduation during full-time attendance. These credit requirements consist of four years of English, three years of Social Studies and Math, two years of Science, four years of PE or Health, and a combination of electives. Elective choices include offerings in Art, CTE, English, World Language, Music and Social Studies. To meet the needs of all students, courses are offered at a variety of levels including special education instructional, special education co-taught, College Preparatory, Honors, Advanced Placement, Career and Technical pathways, dual credit and dual enrollment. In addition, Emergent Bilingual students benefit from bilingual courses, co-taught courses, sheltered instruction and additional support inside and outside of the classroom.

District 215 partnered with Curriculum Management Systems Incorporated (CMSi) to conduct a comprehensive review of District 215 curriculum framework documents and policies. The purpose was to reveal the extent to which officials and professional staff of the District have developed and implemented a sound, valid, and operational system of curriculum management. The program-specific Curriculum Audit was an intensive review of the design, delivery, and alignment of curriculum documents and accompanying assessment



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documents. CMSi conducted an on-site review which included the completion of 176 parent surveys, 141 teacher surveys, and personal interviews of stakeholders including board members, district administrators, building administrators, teachers, and parents. Furthermore, alignment documents were evaluated for the following 5 components: Outcomes, Assessment, Prerequisites/Scope and Sequence Across Grades/Courses, Resources, and Strategies. In addition, Board and District policies were reviewed and 49 classroom visits were conducted.

District 215 is using the 4 major findings from the curriculum audit to drive the development and implementation of a new curriculum to meet the academic needs of all students.

- Finding 1: Students were mostly listening to teachers and working on low level Depth of Knowledge (DOK) work.
- Finding 2: District 215 students are lagging behind the state averages on high stakes testing. In addition, a gap exists among African American and Hispanic students' success rate on high stakes tests.
- Finding 3: Lack of coordinated plans, due to the lack of policy development has contributed to fragmentation within the District.
- Finding 4: Equity, providing additional resources to students who are not performing on level with their peers, is a factor.

African American students represent two thirds of the student population, and this group is underrepresented in both honors and Advanced Placement courses.

To address these deficiencies, District 215 has engaged in the following:

1. Development of a Curriculum re-write process: Writing teams, consisting of administrators and educators, attend week-long trainings with CMSi focusing on the following:

- Reviewing the audit results and recommendations
- Establishing the foundation for the curriculum including cultural capital and deep alignment concepts
- Understanding the importance of curriculum design to support delivery.
- Developing a framework for curriculum, which emphasizes clarity in regard to student engagement and instruction as well as a Mastery Learning Model and Unit design and development.
- Aligning curriculum and lessons to the Guiding Principles for Effective Curriculum and the Curriculum CARE (Content, Assessment, Response, Extension) Plan.

Training for Writing Team 1 was completed in June 2019 for the following courses: Algebra I, Algebra II, Biology, Chemistry, English 9, English 10, English 11, and US History. Training for Writing Team 2 took place in November 2019 for the following courses: Earth Science, English 12, Economics, Government, Geometry and World Languages. Writing Team 3 training took place in June and August of 2021 for the following courses: Honors Algebra I, Honors Biology, Honors English 9 and 10, Foundations of Teaching, Educational Methodology, World History and Honors World History. Writing Team 4 training took place in March and April of 2022 for the following courses: Automotive Technology, Culinary Arts, 21st Century Entrepreneurship, Building Construction and Engineering. Writing Team 5 took place in October of 2022 for the following courses: Health, Art, Honors Chemistry, US History, French II, Physics, Honors Economics, Honors Geometry, and Honors English 11. Writing Team 6 (Honors Algebra 2, Foundations of PE, Music Production, Precalculus, Spanish III and Theatre Arts) training took place in November of 2023 and January of 2024. Writing team 7 training will take place this June 2024 to include: Honors Civics, World History, Spanish for Heritage Speakers, and Team Sports.

2. Implementation of Equity Action Steps



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In Spring of 2020, an equity committee was established and developed goals to address 5 key focus areas: student achievement, teaching and learning, beliefs and biases, family and community engagement, and diversifying staff. The following goals with actions steps were established:

- All students will have access to high quality-rigorous, culturally relevant instruction, curriculum, and educational experiences.
- All staff will engage in professional learning that examines racial and cultural identity and its impact on teaching, learning, and belief systems.
- The District will increase community partnerships and family involvement in the educational environment.
- The District shall ensure hiring practices effectively recruit diverse candidates and develop supports for staff retention.

3. Revision of all Board of Education policies

During the 2020-2021 school year, the District partnered with the Illinois Association of School Boards (IASB) to update and customize policies through PRESS Plus. Additionally, a sub-committee has been created to continually revisit and update Board policy. This year the District is beginning to review and align procedures with policy.

4. Strategic Plan

During the 2022-2023 school year, the District began the Strategic planning process to address the following areas: student supports, building professional capacity, climate and culture, family and community partnerships, and data.

In order to support the aforementioned work, District 215 has established professional learning partnerships with: Dr. Holly Kaptain - Curriculum Management Solutions, Inc. (CMSi); Savanna Flakes- Inclusion for a Better Future; Dr. Nicole Law and Corwin Press, Schoology, Learning Management System, Evaluwise, and NWEA MAP. Through these entities, on-site coaching is provided in the areas of Student Discourse, Depth of Knowledge, Social Emotional Learning, Teaching Emergent Bilingual Students, Increasing Rigor in the Classroom, Specially Designed Instruction, Differentiated Instruction, Performance Based Assessments, Effective Co-Teaching Models, Standards-Aligned instruction, implementing instructional technology effectively and Teacher Clarity.

List and describe the measures the District takes to use and create identification criteria for students at risk of failure (low-income, EL, sped, neglected/delinquent)

District 215 utilizes the following criteria for students at-risk of failure:

1. 8th Grade Assessment Scores in core content areas
2. Feeder School Articulation Meetings to assist identification of incoming 9th grade students
3. State and Local Assessment Testing Scores which support College Readiness Levels (SAT, PSAT, NWEA MAP) to identify students' academic strengths and weaknesses.
4. MTSS Program which focuses on running 3-week failure reports to identify struggling students and enroll them in an academic support program
5. 9th and 12th grade on track data reports



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6. Monthly Attendance and Discipline reports
7. Counselor/ dean referrals from teachers
8. NWEA MAP Growth Assessment results in Reading & Algebra
9. Unified Insights/Performance Matters Power School to identify trends of at-risk students

Describe the supplemental educational assistance (resources/programming) to be provided to individual students needing to meet challenging state and academic programs include ELs.

District 215 has established the following Multi-Tiered System of Support (MTSS) programs in order to help individual students meet State academic standards:

- A course to strengthen literacy skills: Students identified as needing reading assistance are enrolled in a Success Seminar course.
- Co-taught classes: Students with IEPs are enrolled in co-taught courses for science, English, math, and social studies. Teachers implement Specially Designed Instruction (SDI) for students with an IEP.
- Supports, Extensions, and Interventions are integrated in the new curricula units.
- Homework Center: Students attend homework center and receive tutorial help from certified staff members for academic assistance in classes. Extra assistance for Limited English Proficient students as well as students with IEPs is provided.
- Extended Library hours: The library is open before and/or after school to provide students with a safe and conducive learning environment in order to complete homework assignments, make-up tests, complete college applications, and have computer access.
- Math intervention during the day: Students have the opportunity to remediate skills during the day in algebra. Topics include: Solving one and two step equations, inequalities, writing equations of lines (and slope), graphing lines, systems substitution/elimination, polynomials, factoring, and quadratic solving.
- Lunch time Tutoring: Licensed staff members, paraprofessionals, and students are available to assist students who might be struggling in an academic area.
- Credit Recovery: A program has been established in order to help credit-deficient students get back on track academically in order to meet graduation requirements.
- Summer Bridge: Incoming 9th grade students are enrolled in a Summer Transitional Program which runs in July and August.
- Freshman Orientation: Incoming 9th graders attend school a day prior to upperclassmen to participate in transition activities.
- Mentoring Groups: Formal and informal groupings are established to assist students academically, socially, and emotionally.
- SAT/ACT prep sessions: These sessions include practice exams in order to identify areas of deficiency. After analyzing the data, individualized tutoring sessions are implemented.
- Developmental Guidance Instruction which focuses on meeting with students who are off-track and need academic assistance.
- Emergent Bilinguals are enrolled in bilingual, co-taught and/ or sheltered-instruction courses with certified staff.
- Alternative Learning Program for identified students. This program utilizes a web-based learning platform to support academic, social and emotional lessons.
- Junior Academic Scholars Academy: Supports the needs of students in their third year of high school who are credit deficient.



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- Ellevation: A platform to help with data and instructional planning to enable teachers to make data-driven decisions for English Learner student achievement and success. There is an emphasis on helping EL students in math with academic language.

Describe the instructional and additional strategies intended to strengthen academic and language programs and improve school conditions for student learning and how these are implemented. (include ELs)

District 215 has developed and continues to focus on a variety of instructional and educational strategies to strengthen academic programs and improve school conditions for student learning. Areas of focus include standards-aligned objectives and task alignment, language objectives, gradual release of responsibility, depth of knowledge, checks for understanding, culturally responsive teaching, student voice, effective co-teaching models, specially designed instruction, Teacher Clarity, and the utilization of technology to transform teaching and learning. In addition, all curriculum is planned with the Guiding Principles of Effective Curriculum in mind, which emphasizes “engagement in cognitively challenging work,” learning experiences that have “high expectations and student voice,” and learning environments that are “welcoming, positive, and inclusive.” Classroom visits by administration, as well as on-site coaching partnerships and professional development opportunities, help in monitoring and strengthening implementation of strategies. Course groups meet at least once a month to use the Curriculum CARE (content, assessment, response and extension) plan to drive discussion and instructional decision-making.

To further strengthen academic programs and improve school conditions for student learning, students are offered enrichment opportunities during the summer to strengthen their skills in core content areas. For example, the Summer Bridge program for incoming freshmen exists to help prepare students for the transition to high school and the rigor of the content. Students attend Summer School in an effort to recover course credit, to enhance academic skills, and/or to seek courses for advancement. During the school year, an SAT prep course is offered to 11th grade students. This course individualizes instruction for students based on a pre-assessment, as well as focuses on test-taking strategies.

During the 2022-2023 and 2023-2024 school year, our district partnered with Dr. Nicole Law and Corwin Press to provide professional development training sessions in the following areas: Teacher Clarity and Collective Equity. These sessions were specifically developed to assist our staff members in reaching our Emergent Bilingual students and Students with IEPs.

The following enhance post-secondary success for our students:

- Dual-credit opportunities, which allow students to earn college credit while enrolling in specific high school courses such as 21st Century Entrepreneurship, Accounting, Anatomy, Barbering I and II, Building Construction II, Business Writing and Technical Concepts, Electricity II, Engineering II, Foundations to Teaching, Health, Microsoft Office, and Engineering.
- National Equity Lab, which allows students to enroll in courses at elite institutions such as Harvard, Yale, Howard and Stanford and earn transferable college credit.
- College Step-Up program, which allows students to enroll in courses at South Suburban College and earn transferable college credit.
- College Preparatory Math Course, which was articulated with South Suburban College and provides students an opportunity to immediately enroll in a credit-bearing math course at SSC with no need for remedial coursework.
- In Fall 2021, District 215 added four CTE programs that enhance students' employability through licensure and credentials (Cosmetology, Barbering, Electricity & Teacher Education).



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- In 2024-2025, District 215 will plan for implementation of HVAC, welding, and American Sign Language.
- Advanced placement opportunities for underrepresented student populations which allow students to earn college credit upon successful completion of the exam. Three new courses will be added in the 2024-2025 school year: AP physics, AP African American Studies, and AP Precalculus.

Explain the process through which the district will identify and address any disparities low-income/minority being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

All District 215 licensed staff members are certified in the content areas in which they teach. Furthermore, all teachers (on and off cycle) receive multiple informal observations, which include a formalized feedback form. Any teacher that is at risk of a needs improvement in any area meets with building administration to discuss this area further and develop a plan for improvement. District 215 utilizes a customized version of the Charlotte Danielson model for certified staff in evaluations. Each year, the Deans' Office and/or building administration offers professional development in the areas of classroom environment (establishing rapport, developing a positive classroom climate, classroom management). All new teachers are invited to be a part of our 2-year mentoring program. This program allows for peer observations, collective lesson planning, data analysis, and a coaching cycle. All new teachers also participate in a two-day orientation prior to the start of the school year and attend monthly meetings during the school year to ensure academic expectations are clear. Furthermore, the District provides membership to one professional organization related to their teaching field. All second-year teachers participate in a one-day orientation prior to the start of the school year to continue professional development in regard to our SIP initiatives. They are also invited to take place in the 2nd year of our mentoring program, which emphasizes a full coaching cycle. In 2024-2025, the District will be implementing a digitized evaluation process on a platform, which will allow us to better track professional development needs for teachers.

Describe the measures the district takes in assisting schools in developing effective library programs.

The district ensures that all librarians are certified and have the necessary qualifications and endorsements to be school library media specialists. This allows our librarians to interact with students in developing digital literacy skills. In order to provide the best in online databases to its students, District 215 provides the financial resources and allows the autonomy of its media specialists to stay informed of and subscribe to online databases that are both user-friendly and will be used later in higher education. Moreover, the media specialists provide interactive and hands-on instruction to students regarding how to use the databases and other online resources in a discerning manner, teaching them to make informed decisions about the materials they access. The district supports flexible scheduling in its media centers. Flexible scheduling has been shown in multiple studies to increase both student and teacher access to the library and its resources. Additionally, the librarians/media specialists create student presentations for digital literacy which are offered through Summer bridge programs, freshman orientation and English/Social Studies classes.

Describe how the district will identify and serve gifted and talented.

In order to identify and serve gifted and talented students, District 215 begins the identification process through the administration of college readiness assessments (PSAT/SAT Suite), which begins with the students' 8th grade year. There is articulation with feeder schools which includes individual student performance feedback from the 8th grade core content instructors on this placement. Once identified, students are enrolled in Honors and AP level courses. Additionally, AP Potential Reports are utilized to increase enrollment opportunities. District 215 is also committed to increasing enrollment in the gifted programs through other methods which include teacher recommendations, summer enrichment courses (some with the local community college), writing samples and



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parent input. Also, throughout a student's tenure in the district, counselors and teachers recruit and encourage students to enroll in these courses.

Gifted and talented students can enroll in the following curriculum course offerings: Honors English 9, Honors English 10, Honors English 11, Honors Spanish IV, Honors French IV, Honors World History, Honors US History, Honors Economics and Honors Government, Honors Biology, Honors Chemistry, Honors Physics, Honors Algebra I, Honors Geometry, Honors Algebra II, and Honors Pre-Calculus. In addition, the following Advanced Placement courses are offered: AP Literature, AP Language and Composition, AP Spanish Language, AP Spanish Literature, AP Human Geography, AP US History, AP European History, AP Psychology, AP Biology, AP Chemistry, AP Calculus AB, AP Statistics, AP Music Theory, and AP Computer Science Principles. In 2024-2025, 3 new AP courses will be implemented: AP African American Studies, AP Precalculus, and AP Physics. District 215 also offers a College Step-Up Program through a partnership with South Suburban College, which allows students to take courses on the college campus and earn college credit. There are also dual credit courses offered on the high school campus. Through an established partnership with National Equity Lab, students can enroll in transferable college credit-bearing courses from elite universities such as Harvard, Yale, Howard, and Stanford.

Program Specifics College and Career

Describe how the district will facilitate transitions from middle grades to high school and high school to postsecondary through coordination with institutions of higher education, employers, local partners, increased student access to college, high school, career counseling, etc.

District 215 has an established articulation process with our six feeder school districts. This process includes meetings on a regular basis among the following groups: Superintendents, District/School level Curriculum Directors, High School administrators/teachers and feeder schoolteachers for content area articulation. Additionally, teachers/coaches/sponsors do on-site visits to promote clubs, sports, activities, as well as give an introduction to high school and assist in the transition to high school. The Guidance Department hosts an 8th grade open house, which promotes parent and incoming student transition to the high school. The District offers a Summer Bridge transitional program for incoming 9th grade students. This program runs before the start of the school year to help students transition to high school and prepare for academic rigor. In addition, since the 2021-2022 school year, D215 partnered with specific feeder schools and offered an on-site Honors Algebra I and Spanish program for identified grade 8 students. In the summer of 2023, D215 began offering Honors Algebra I as a summer school option for incoming freshman students. Beginning this Fall 2024, the District will offer a Freshman Orientation day on campus before upperclassmen start school.

District 215 has a formalized partnership with South Suburban College to offer students Dual Credit classes as well as to take classes on the college campus through our Step-Up program. Additionally, a partnership with the National Equity Lab provides opportunities for students to enroll in college-credit bearing courses with elite universities such as Harvard, Howard, Stanford and Yale. The Guidance Department uses Naviance to help students set goals, explore interests, and develop a post-secondary plan. The District hosts on-site college admission workshops and fairs, a College Social Night, financial aid nights, financial aid workshops, and on-site college representatives. Our schools organize annual field trips to participate in college fairs such as HBCU (Historically Black College and Universities), Infinite Scholars, the National Hispanic Spring College and Career Fair, and the Chicago National College Fair by ISAC.

In July of 2021, District 215 established its very own Career Development Department whose mission is focused on providing opportunities for students to be engaged in career preparation and development, to attain hands-on training in high skill, high demand areas of our labor market, and for students to achieve employability in their career pathways. In the 2023-2024 school year, the District hired an early college and career coordinator.



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This position serves as a liaison between the colleges/community, the schools, the students, and the families.

If applicable, describe the district's support for programs that coordinate and integrate the following: academic and career and tech education content through coordinated instructional strategies, that may incorporate experimental learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and work-based learning opportunities that provide students in-depth integration with industry professionals and academic credit

Dual College Credit can be earned with the following courses:

- 21st Century Entrepreneurship
- Accounting
- Business Writing & Technical Concepts
- Barbering I and II
- Electricity II
- Foundations to Teaching
- Health
- Microsoft Office Technology
- Building Construction 2
- Engineering

Industry Certifications can be earned in the following CTE courses:

- Microsoft Office Specialist Certifications - Business Writing & Technical Writing; Microsoft Office Technology, Accounting, Work Programs
- Solidworks Certification - Engineering 2
- Sanitation Certification - Culinary Arts
- Coding Certification Badges via Treehouse - Coding, Web & App Design
- Java Script (Coding App & Web Development)
- OSHA 10 (Automotive Tech, Building Construction, Collision Repair)
- S/P 2 Collision Repair
- ServSafe Food Handler (Culinary)

Micro-Credentials can be earned in the Educator Pathway courses (Foundations of Education/Educational Methodology):

- Anti-Bias Instruction
- Classroom Culture
- Collaboration
- Formative Assessment
- Learner Engagement

Licensure Certification can also be earned in the following CTE courses:

- Cosmetology and Barbering
- Educator Pathway courses- Paraprofessional Licensure
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Hands-on Learning Opportunities include:

- World of Wheels - Collision Repair and Automotive Technology
- Student Run Daycare - Childcare Practicum
- Skills USA competition
- South Suburban College Video Competition - TV Production
- Chicago Architectural Tours – Engineering
- Industry Recognized Software - Microsoft Office Suite, QuickBooks, ArchiCAD, Solidworks, and Coding Languages such as JAVA, Python, Ruby, etc.
- Trade Show - All CTE areas.

In addition, we offer students the following work-based learning opportunities that provide students in-depth integration with industry professionals and, if appropriate, academic credit:

- District 215 work-based programs include: Interrelated Cooperative Education (ICE), Career-to-Work Training (CWT), and Career Exploration.
- Each Work Program, ICE & CWT is a two-credit program: one credit for classroom preparation (ICE/CWT Class); one credit for work or volunteer experience (ICE/CWT Job); both designed to prepare students for the world of work.
- Experience is gained through employment, job shadows, volunteer service, and meaningful field trips and/or industrial professional guest speakers that are related to animated classroom discussions, projects, and presentations.
- Extensive instruction is given to create cover letters, resumes, references, electronic portfolios, and financial literacy. Students will receive the necessary tools to generate & practice successful interviewing strategies during our Mock Interviews with industry professionals, use a variety of technology and software to help them find the right career, consider future education and training opportunities, and manage personal finances.
- Students are also provided the opportunity to earn their Microsoft Office Certifications throughout the school year.
- Students are provided the opportunity to become a Google Certified classroom instructor.
- Students enrolled in the Educator Pathway Courses will be provided practicum experience in local schools.

Professional Development

For each program for which funding is anticipated for 2024-2025, provide a brief description of PD activities. Also include how private schools will be included.

Title I

District 215 offers Professional Development sessions focusing on standards-aligned objectives and task alignment, unpacking standards, gradual release of responsibility, depth of knowledge, checks for understanding, culturally responsive teaching, racial and cultural identity, student voice, effective co-teaching models, specially designed instruction, Sheltered Instruction Observation Protocol (SIOP), Structures for Student Discourse, Strategies to Make Academic Language Accessible, ALICE training, professional learning communities, data analysis, professional learning communities differentiated instruction, strategies for inclusion of all, student wellness/safety and staff awareness (i.e. sex trafficking, suicide awareness), Teacher Clarity, and the utilization of technology to transform teaching and learning. District 215 has embarked on a complete curriculum re-write, which encompasses training with outside partners. In addition, District 215 is committed to supporting Advanced



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Placement training for certified staff members. District 215 will provide training for any new accountability assessment.

Title II

District 215 offers a two-year mentoring program with instructional coaching, orientation at the start of the year and ongoing professional development to new teachers in their first and second year. During the academic school year, we offer a robust Professional Development program to all staff. Sessions focus on culturally responsive teaching practices, questioning and discussion techniques, standards-aligned objective and task alignment, gradual release of responsibility, advanced placement workshops, social-emotional learning, strategies for teaching Emergent Bilinguals, student wellness/safety and staff awareness and instructional technology. The Curriculum CARE plan is a focus of professional learning communities which includes critical questions around content, assessment, response and extension. District 215 will provide training for any new accountability assessment.

Title III

District 215 provides staff opportunities to participate in professional development sessions focusing on strategies for teaching Emergent Bilinguals including those that build teacher capacity to implement the Sheltered Instruction Observation Protocol. Additionally, the district partners with Dr. Nicole Law and Corwin Press to provide training for Emergent Bilingual teachers focusing on effective teaching strategies including Teacher Clarity and Making Content Accessible to Diverse Learners. Additionally, D215 uses Savanna Flakes, Inclusion for a Better Future, Inc. to provide best practices for special education teachers. The District will provide professional development from the English Learner Specialist in regard to research-based instructional practices and the implementation of ELLevate, a program to assist with data based instructional decision making.

Title IV

District 215 offers professional development sessions focusing on standards-aligned objectives and task alignment, gradual release of responsibility, depth of knowledge, checks for understanding, culturally-responsive teaching, student voice, effective co-teaching models, specially designed instruction, Sheltered Instruction Observation Protocol, ALICE training, professional learning communities, differentiated instruction, advanced placement training, strategies for inclusion of all, student wellness/safety, and the utilization of technology to transform teaching and learning. District 215 has embarked on a complete curriculum re-write, which encompasses training with outside partners.

IDEA

Professional development activities for the 2024-2025 school year will continue to focus on enhancing the use of specially designed instruction strategies into the special education classroom. Additionally, select staff including Social Workers, Speech Pathologists, School Psychologists, Teachers and support staff will receive training on strategies to support the specialized needs of our students. Other activities focusing on planning sessions, IEP updates, and program enhancement strategies will be provided and may be held outside of the contractual school day or contracted times.

In addition to this summary, the plan contains disciplinary procedures from the handbook under the category of safe learning environment, IDEA indicator requirements, a Youth in Care stability plan, and a Bilingual Service Plan.



MEMORANDUM

Date: May 8, 2024

To: Mr. John Robinzine, Superintendent/Board of Education

From: Becky Szuba, Assistant Superintendent of Teaching and Learning

Subject: e-learning plan

Recommended Action

The Department of Teaching and Learning will be seeking approval for the e-learning plan after the required public hearing on May 28th.

Background

According to Section 10-20.56 of the School Code [[105 ILCS 5/10-20.56](#)], school districts may, by adopted resolution, utilize “e-learning days” in lieu of emergency days. The number of e-learning days may not exceed the number of emergency days in the approved school calendar. The district’s e-learning program must be verified by the regional office of education or intermediate service center for the school district prior implementation. Before adoption, the school board must hold a public hearing for initial proposal or renewal of e-learning program. The e-learning plan has also been shared with both Unions.

Funding source if applicable: N/A

Attachment E-Learning Plan

Thornton Fractional High School District 215
E-Learning Plan 2024-2025

Statement of Purpose: Per the Illinois legislature amended Public Act 101-0012, school districts can use an e-learning day when the District is closed to in-person instruction due to an emergency. If the Superintendent declares an e-learning day, it does not need to be made up at the end of the school year.

Communication/Notification: Once the Superintendent declares an emergency day, the District will notify staff, students, and families via an e-mail and voicemail. Additionally, the e-learning day will be on District and school websites as well as on social media accounts. The Emergency Closing Center at www.emergencyclosingcenter.com will also be notified.

Student and Staff Preparation: As a 1:1 District, students and staff will use their District-issued devices to participate in e-learning as well as our learning management system, *Schoology*, which is accessible via the My Apps portal at: <https://myapps.microsoft.com/>. Each Fall, staff and students will review the e-learning plan and practice getting into *Schoology* to access their assignments. Additionally, teachers will post their zoom link in *Schoology* by the 1st week of school as well as an emergency e-learning day lesson in case of absence.

Student Procedures:

Students should bring home their chrome books daily in case of an emergency day. On an e-learning day, the following will occur:

- Students will complete the E-Learning Attendance Link that will be available in *Schoology* by 10 am on an e-learning day. If a student is sick or would otherwise have been absent, a parent should still call the attendance line at North campus: 585-1007 Center campus: 585-2378 South campus: 585-2040
- Students will log into *Schoology* and view the “announcements” area for each class to find their assignments.
- Students who need additional assistance with e-learning assignments can do any of the following:
 - ❖ Join the teacher’s zoom link that is posted in their course for e-learning during the designated period times.
 - ❖ Contact the teacher via *Schoology* messaging and/or school e-mail.
- Students who need technical assistance can contact the IT department via elarning@tfd215.org. Students can also seek out public WiFi if it is safe to do so or go to a neighbor’s house if conditions allow.
- If a student continues to have technical issues and the previous options are not available, he/she should communicate this with the teacher and counselor. *Students will have two school days for each emergency day to complete the assignments upon returning to in-person learning.

Students with Special Needs

- Students who may miss required minutes, such as with social workers or therapists, will have that time made-up once students are back in the school building.
- Students receiving services under an Individualized Education Plan, a 504, or as an identified English Language Learner will receive the appropriate supports as part of their e-learning assignments.

Schedule

Teacher Planning Hours

7:25 am-7:55 am Plan period for zero hour teachers

They will post assignments in Schoology by the end of the hour.

8:00 am- 8:30 am Plan period for teachers (excluding zero hour teachers)

They will post assignments in Schoology by the end of the hour.

Teacher Zoom Assistance Hours and Student Assignment Completion

Students work independently on assignments. Students can get on the teacher's zoom link during the designated period and time to get assistance with assignments if needed.

Early Bird 8:00 am -8:30 am

Period 1 8:35 am- 9:05 am

Period 2 9:10 am- 9:40 am

Period 3 9:45 am-10:15 am

Period 4 10:20 am-10:50 am

Period 5 10:55 am-11:15 am

Period 6 11:30 am-12:00 pm

Period 7 12:05 pm-12:35 pm

Lunch hour

12:35 pm-1:30 pm *Teachers will be unavailable during this time.*

Student Assignment Completion

1:30 pm-3:30 pm Students independently complete assignments and teachers available via e-mail and/or Schoology messaging. **Early Bird teachers are only available until 2:30.*

Teacher Procedures

Teachers should bring home their District-issued devices daily in case of an emergency day. On an e-learning day, the following will occur:

- Teachers will complete the E-Learning Attendance Link that will be available in Schoology by 8 am on an e-learning day (7:30 am for zero hour teachers). If a teacher is sick or otherwise would have been absent, he/she should follow the regular building procedures for calling off.
- Teachers will post the assignments in each course under “announcements” by 8:30 am (7:55 am for zero hour courses).
 - ❖ Assignments should take 30-60 minutes to complete. No additional homework should be given.
 - ❖ Assignments can include, but are not limited to, e-book readings, e-book tasks, hands-on mini-activities, electronic labs/demonstrations, writing assignments, simulations, and/or logging physical activities.
 - ❖ Assignments should be modified, if needed, to meet the needs of diverse learners (i.e. English Language Learners, Students with IEPs, Students with 504s, etc.)
- Teachers should be available for assistance via the following:
 - ❖ Opening zoom link during designated period hours to assist students.
 - ❖ Checking messages via *Schoology* and District e-mail to respond to students during class hour and during 1:30-3:30 pm.

School Service Personnel Assignments

All school personnel staff should bring home their District-issued devices and chargers daily in case of an emergency day. Staff will complete the E-Learning Attendance Link that will be available in Schoology by 8 am on an e-learning day. If a staff member is sick or otherwise would have been absent, he/she should follow the regular building procedures for calling off.

Counselor/Early College Coordinator

- Counselors will check in with students, families, and teachers (as needed) for activities regarding related services. Any related services that were not able to be completed will be rescheduled once students return to the building.
- Counselors will make a log entry for any student that indicated technology issues.

Dean

- Deans will check in with students, families, and teachers (as needed) for activities regarding related services. Any related services that were not able to be completed will be rescheduled once students return to the building.
- Deans will reach out to students on their caseload who did not report present on the attendance sheet to check in.

EL specialist

- EL specialist will check in with students, families, and teachers (as needed) for activities regarding related services. Any related services that were not able to be completed will be rescheduled once students return to the building.

Librarian/Media Specialists

- Librarian/Media specialists should provide technical support to teachers and students as needed.
- Librarian/Media specialists will check in with students and teachers (as needed) for activities regarding services. Any related services that were not able to be completed will be rescheduled once students return to the building.

Mental Health Specialists, Nurses, Psychologists, Social Workers and Speech Pathologists

- Staff will work on case management reports in addition to checking in with students, families and teachers (as needed) for activities regarding related services. Any related services that were not able to be completed will be rescheduled once students return to the building.

Transition Specialist

- Staff will work on case management reports in addition to checking in with students, families and teachers (as needed) for activities regarding related services. Any related services that were not able to be completed will be rescheduled once students return to the building.

Support Staff

For school personnel staff that have a District-issued device and charger, they should bring that home daily in case of an emergency day. Paraprofessionals should complete the E-Learning Attendance Link that will be available in Schoology by 8 am on an e-learning day. All other support staff will have attendance verified by their immediate supervisor.

Cafeteria

- Chefs may work remotely, or use a personal or vacation day.
- Cafeteria aides and sous-chefs will use a personal day or make up the day at the end of the school year.

Conflict Resolution Specialist

Staff member works remotely, follows regular schedule, and assists Deans as needed.

Deans' Assistants, School Health Assistants, and In-School Coordinators

Staff will use a personal day or make up the day at the end of the school year.

Executive assistants/Secretaries

- 12-month secretaries/clerical workers work remotely if supervisors have work for them, or use a personal or vacation day.
- 10-month secretaries/clerical workers work remotely if supervisors have work for them, or use a personal or vacation day, or make up the day at the end of the school year.

Information Technology Staff

Staff may work onsite or remotely, or use a personal or vacation day.

Maintenance/Custodial/Groundskeepers/Building Foremen/Custodial Supervisors

These staff members are considered essential workers and must report to campus even during an emergency day unless otherwise notified by their immediate supervisor. If unable to attend work, the staff member must use a personal or vacation day.

Paraprofessionals

These staff members will follow the teacher schedule for the day and work remotely. They will assist students as needed via the teacher zoom link and/or Schoology/e-mail.

After School Activities, Programs and Sports

All programs will cease when school is closed unless the program is virtual (i.e. academic virtual recovery or credit virtual recovery).

ISBE Requirements

ISBE Requirement	District 215 Plan
Ensure and verify 5 clock hours for student learning	<i>Assignments are aligned to the curriculum. Each assignment will be designed so that the anticipated work totals 5 hours. There will be no additional homework on e-learning days.</i>
Ensure access (Internet/device) and/or other methods for those without access.	<i>District is 1:1 (chromebooks) and utilizes Schoology. Hotspots can be checked out with the IT department. Public WiFi or neighbor's house if conditions allow. In case of extenuating circumstances, all students will have two days to make up e-learning assignments.</i>
Ensure that non-electronic materials are made available for students who do not have access to the required technology.	<i>Parents and students should notify the school (counselor/teacher) if unable to access the required technology/assignments. These students will be provided non-electronic materials and additional time to complete assignments upon returning to school.</i>
Ensure learning for special needs or those prevented from access due to special circumstances or needs.	<p><i>Students with special needs will have assignments modified or provided based on their IEP goals from their special education teacher or related service provider as they would on a regular school day.</i></p> <p><i>Case managers, teachers/co-teachers, or other school staff will reach out to them via phone, e-mail, zoom link, or through Schoology and provide assistance as needed.</i></p> <p><i>Students who may miss required minutes, such as with social workers or therapists, will have that time made up once students are back in the building.</i></p> <p><i>For any extenuating circumstances that would prevent access, students will be given material upon their return and given additional time to make up the work.</i></p>

<p>Monitor and verify student participation.</p>	<p><i>Students are responsible for submitting their attendance through the E-Learning attendance link located on Schoology. Deans and administration will follow-up with students that are not participating.</i></p>
<p>Determine time, pace and means of learning.</p>	<p><i>Each assignment will be completed in at least 30-60 minutes totaling 5 hours. There is no additional homework for e-learning days. Student and staff surveys will continue to help provide feedback to e-learning and the time/pace of learning.</i></p>
<p>Provide effective notice to parents/guardians and students.</p>	<p><i>District 215 will communicate via e-mail and voicemail, District website, District social media outlets, and the School Closing Center.</i></p>
<p>Provide staff and students with training prior to e-learning day.</p>	<p><i>A video will be provided for students/parents and staff on the website.</i></p> <p><i>Staff will review e-learning procedures on Institute or by the 1st Wednesday professional learning day in August.</i></p> <p><i>Students will practice during the 1st full week of school on Friday after period 2 announcements.</i></p>
<p>Ensure all staff who may be involved with e-learning have access to any hardware and software.</p>	<p><i>Staff have a District-issued computer and charger. Staff have access to Schoology via the myapps portal.</i></p>
<p>Ensure collaboration with all bargaining units regarding working conditions on e-learning days.</p>	<p><i>TBD Will change accordingly. Discussions began in January of 2024 and were finalized in April of 2024. Plan was approved in May/June.</i></p>
<p>Plan for feedback, review and revision of e-learning day program.</p>	<p><i>An e-learning survey to staff, students and parents will occur at least once when an e-learning day is used. A committee representing staff and administration will revise as necessary.</i></p>
<p>Ensure protocol with general expectations and responsibilities of an e-learning day is communicated to teachers, staff, students and families at least 30 days prior to using an e-learning day.</p>	<p><i>General expectations/responsibilities will be communicated to staff in August. Students will review e-learning the first full week of school (Friday). A letter will go home to families in the 1st 9 weeks reiterating the expectations of e-learning. E-learning plan/expectations will also be posted on the website.</i></p>



Illinois State Board of Education

e-Learning Program Verification Form

According to Section 10-20.56 of the School Code [105 ILCS 5/10-20.56], school districts may, by adopted resolution, utilize “e-learning days” in lieu of emergency days. The number of e-learning days may not exceed the number of emergency days in the approved school calendar. The district’s e-learning program must be verified by the regional office of education or intermediate service center for the school district prior implementation. Before adoption, the school board must hold a public hearing for initial proposal or renewal of e-learning program by:

- District Name: _____
- Publication in a newspaper of general circulation in the school district at least 10 days prior to hearing
Date of Publication: _____
- Written or electronic notice designed to reach the parents or guardians of all students enrolled in the district
Date of Notification: _____
- Written or electronic notice designed to reach any exclusive collective bargaining representatives of school district employees and all those employees not in a collective bargaining unit
Date of Notification: _____
- The school board’s approval of a district’s initial e-learning program and renewal of the e-learning program shall be for a term of 3 years
Date of Public Hearing: _____ Date of Board Meeting/Resolution: _____

Specifically, the regional office of education or intermediate service center for the school district must verify that the e-learning proposal will: 1) ensure access for all students; ensure that the specific needs of all students are met, including special education students and English learners; ensure that all mandates are still met using the e-Learning program adopted; and 2) contain provisions designed to reasonably and practicably accomplish the following:

- Ensure and verify at least 5 clock hours of instruction or school work, as required under Section 10-19.05, for each student participating in an e-learning day
- Ensure access from home or other appropriate remote facility for all students participating, including computers, the Internet, and other forms of electronic communication that must be utilized in the proposed program
- Ensure that non-electronic materials are made available for students participating in the program who do not have access to the required technology or to participating teachers or students who are prevented from accessing the required technology
- Ensure appropriate learning opportunities for students with special needs
- Monitor and verify each student's electronic participation
- Address the extent to which student participation is within the student's control as to the time, pace, and means of learning
- Provide effective notice to students and their parents or guardians of the use of particular days for e-learning
- Provide staff and students with adequate training for e-learning days' participation
- Ensure that all teachers and staff who may be involved in the provisions of e-learning have access to any and all hardware and software that may be required for the program
- Ensure an opportunity for any collective bargaining negotiations with representatives of the school district's employees that would be legally required, and including all classifications of school district employees who are represented by collective bargaining agreements and who would be affected in the event of an e-learning day
- Review and revise the program as implemented to address difficulties confronted
- Ensure that the protocol regarding general expectations and responsibilities of the program is communicated to teachers, staff, and students at least 30 days prior to utilizing an e-learning day

Verified by: School Dist. Superintendent (printed)

Signature*

Date

Verified by: Regional Superintendent (printed)

Signature

Date

**Supporting documentation for any/all items listed may be required by the regional office of education or intermediate service center.*