



LINCOLNWOOD SCHOOL DISTRICT 74  
 BOARD OF EDUCATION  
 REGULAR MEETING AGENDA  
 THURSDAY, JUNE 3, 2021 AT **7:30 PM**

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

ADMINISTRATION  
**Dr. Kimberly A. Nasshan**, *Superintendent of Schools*  
**Dr. David Russo**, *Assistant Superintendent for Curriculum and Instruction*  
**Courtney Whited**, *Business Manager/CSBO*

*Agenda of the Regular Meeting of the Board of Education of Lincolnwood School District 74,  
 Cook County, Illinois, to be held in the Lincoln Hall Band Room #108  
 6855 North Crawford  
 Lincolnwood, IL 60712,  
 on Thursday, June 3, 2021.*

**The Agenda for the Meeting is as follows:**

IN-PERSON PARTICIPATION: Pursuant to the Governor’s disaster proclamation issued on May 28, 2021, no more than 10 people may gather at this location for the meeting. The public may only participate by joining through ZOOM Conferencing. Per Board Policy 2:230, anyone who wishes to address the Board during "Audience to Visitors" as indicated on the agenda may do so when recognized by the Board President after submission of an Audience to Visitors Form [HERE \(https://forms.gle/41VULMc8vxUwoPRy8\)](https://forms.gle/41VULMc8vxUwoPRy8). Typically, each person is allotted three minutes.

Join the meeting via ZOOM app (video and audio): Meeting ID: # 849 1947 7089  
 (Link: <https://sd74-org.zoom.us/j/84919477089>)

or

Join the meeting via phone (audio only): Step #1: Dial 1-312-626-6799; Step #2: Enter Meeting ID: # 849 1947 7089

Bill reviewers for the month: Scott L. Anderson and Rupal Shah Mandal

**1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - (7:30 p.m.)**

- Scott L. Anderson
- Kevin Daly
- Myra A. Foutris
- Elaina Geraghty
- Rupal Shah Mandal
- Peter D. Theodore
- John P. Vranas

**ADMINISTRATIVE TEAM MEMBERS**

- |  |  |
|--|--|
| <input type="checkbox"/> Dr. Kimberly A. Nasshan | <input type="checkbox"/> Dr. Dominick Lupo |
| <input type="checkbox"/> Dr. David L. Russo      | <input type="checkbox"/> Mark Atkinson     |
| <input type="checkbox"/> Courtney Whited         | <input type="checkbox"/> Chris Harmon      |
| <input type="checkbox"/> Jennifer Ruttkay        | <input type="checkbox"/> Erin Curry        |
| <input type="checkbox"/> Christopher Edman       | <input type="checkbox"/> Christina Audisho |
| <input type="checkbox"/> Renee Tolnai            |  |

**2. AUDIENCE TO VISITORS**

### 3. INFORMATION/ACTION: CONSENT AGENDA

(Any member of the Board wishing to vote separately on a Consent Agenda item should request removal of that item from the Consent Agenda.)

#### a. APPROVAL OF MINUTES

I. Regular Board Meeting Minutes - May 4, 2021

II. Special Board Meeting - May 10, 2021

#### b. EMPLOYMENT MATTERS

I. Personnel Report

II. New Employment

1. **Michelle Wielgosz**, Art Teacher, Rutledge Hall, effective August 23, 2021 Class 4 Level 10, \$80,467

2. **Isabella Wilhelmy Sanchez**, Paraprofessional, Lincoln Hall, effective May 10, 2021, \$15.45/hr

3. **Margaret Thoms**, 8th Grade Humanities, Lincoln Hall, effective August 23, 2021, Class 1 Level 2, \$52,567

4. **Marisa Donato**, Special Education Teacher, Lincoln Hall, effective August 23, 2021, Class 1 Level 3, \$54,005

III. Resignation

1. **Erin Forrest**, Music Teacher, Lincoln Hall, effective June 7, 2021

IV. Retirements

1. **Christina Economou**, 5th Grade Teacher, Rutledge Hall, effective the conclusion of the 2024-2025 school year

2. **Jennifer Tunelius**, Interventionist, Rutledge Hall, effective the conclusion of the 2024-2025 school year

V. FMLA Requests

1. **Bennett Nelson**, 6th Grade Science Teacher, Lincoln Hall, effective May 3, 2021, with an expected return for the 2021-2022 school year

2. **Monique Bonneville**, 6th Grade Math Teacher, Lincoln Hall, effective March 4, 2021, with an expected return for the 2021-2022 school year

#### c. Dual BCM Replacement at Lincoln Hall

The Facilities Committee concurs to recommend to the Board of Education to approve the contract with Control Engineering Corporation for ACM and communication wiring work at Lincoln Hall in the amount of \$17,000.

#### d. Solar Panel Grants

The Facilities Committee concurs to recommend to the Board of Education to accept a grant of up to \$6,400 from the Illinois Clean Energy Community Foundation and up to \$5,000 from the Cook County Solar School program toward the purchase and installation of a single 1kW photovoltaic solar panel system.

#### e. ReadyGen Digital Courseware 3-Year Renewal

The Finance Committee concurs to recommend to the Board of Education to approve the ReadyGen Digital Courseware 3-year renewal in the amount of \$53,177.20.

#### f. Panorama Social-Emotional Learning: Platform License

The Finance Committee concurs to recommend to the Board of Education to approve this Agreement from Panorama Education for Social-Emotional Learning: Platform License in the amount of \$5,025 from July 1, 2021 to June 30, 2022.

#### g. Second Step Social-Emotional Learning (SEL) Curriculum 3-Year Subscription

The Finance Committee concurs to recommend to the Board of Education to approve the Second Step Social-Emotional Learning (SEL) Curriculum 3- Year Subscription in the amount of \$13,724.10.

#### h. AT&T Business Local Calling Plan for 2021-2022

The Finance Committee concurs to recommend to the Board of Education to approve this Agreement from AT&T for Business Local Calling Services in the amount of \$65 monthly per line from August 2021 to August 2022. AT&T Business Local Calling Plan for 2021-2022.

i. Renewal of Schoology Learning Management System for the 2021-2022 School Year

The Finance Committee concurs to recommend to the Board of Education to accept this Agreement from Schoology Learning Management System in the amount of \$4,282.95 from July 1, 2021 to June 30, 2022.

j. Frontline Education Absence & Substitution Management School Year 2021-22 Renewal

The Finance Committee concurs to recommend to the Board of Education to approve the renewal of Frontline Education's Absence & Substitution Management subscription in the amount of \$3,965.19 from July 1, 2021 to June 30, 2022.

k. POLICY

I. Consent Only - Policies Excluded from 1st Reading for Approval\*

\*These policies are excluded from 1st Reading because they only involve changes in citations or immediate compliance with the law or Illinois School Code.

1. Policy 7:80 Release Time for Religious Instruction/Observance
2. Policy 6:330 Achievement and Awards
3. Policy 6:210 Instructional Materials
4. Policy 6:130 Program for the Gifted
5. Policy 5:170 Copyright
6. Policy 5:120 Limitations on Accepting Gifts
7. Policy 4:120 Food Services
8. Policy 4:10 Fiscal and Business Management
9. Policy 2:90 Board Self-Evaluation
10. Policy 2:10 School District Governance
11. Policy 1:10 School District Legal Status

II. 2nd Reading/Adoption of Policy

1. Policy 2:265 Title IX Sexual Harassment Grievance Procedure

Rationale: As part of the regular meeting, the Board of Education routinely approves minutes, personnel items, Board policies, and routine business matters.

**Recommended Motion: I move that the Lincolnwood School District 74 Board of Education approves those items on the Consent Agenda as appear above.**

Motion by member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

4. UNFINISHED BUSINESS

5. NEW BUSINESS

6. COMMUNICATION FROM BOARD MEMBERS

- a. NTDSE/District 807: **John P. Vranas/Kevin Daly**
- b. IASB (Illinois Association of School Boards): **Elaina Geraghty/Myra A. Foutris**
- c. Finance Committee: **Kevin Daly/Peter D. Theodore**
- d. Facilities Committee: **John P. Vranas/Elaina Geraghty**
- e. Policy Committee: **Rupal Shah Mandal/Myra A. Foutris**
  - I. 1st Reading by Lincolnwood School District 74 Board of Education
    1. Policy 8:90 Parent Organizations and Booster Clubs
- f. President's Report: **Scott L. Anderson**

I. INFORMATION/DISCUSSION/ACTION: Final Committee Appointments

**District 807/NTDSE:**

John P. Vranas, Delegate

Kevin Daly, Alternate

**IASB:** (Illinois Association of School Boards)

Elaina Geraghty, Delegate

Myra A. Foutris, Alternate

**Finance Committee:**

Kevin Daly, Chair

Peter D. Theodore, Co-Chair

*Members:*

*John P. Vranas (BOE)*

*Reuben George, Community Member*

*Maja Kenjar, Community Member*

*Jason Oleniczak, Community Member*

*Steven Pawlow, Community Member*

**Facilities Committee:**

John P. Vranas, Chair

Elaina Geraghty, Co-Chair

*Members:*

*Rupal Shah Mandal (BOE)*

*Wendy Grano, Community Member*

*Emily McCall, Community Member*

*Zade Tagani, Community Member*

**Policy Committee:**

Rupal Shah Mandal, Chair

Myra A. Foutris, Co-chair

*Members:*

*Becky Klinghofer, Community Member*

*Aaron M. LaRue, Community Member*

*Melissa Theodore, Community Member*

II. INFORMATION/DISCUSSION/ACTION: Resolution 2021-2022 RE: Operations and Requirements for Use of Personal Protective Equipment (including Face Coverings) and Symptom Screening During the Covid-19 Pandemic

Rationale: The Lincolnwood School District 74 Board of Education approves all Resolutions.

**Recommended motion: I move that the Lincolnwood School District 74 Board of Education approve the Resolution 2021-2022 RE: Operations and Requirements for Use of Personal Protective Equipment (including Face Coverings) and Symptom Screening During the Covid-19 Pandemic.**

Motion by member: \_\_\_\_\_ Seconded by member: \_\_\_\_\_

7. COMMUNICATION TO THE BOARD OF EDUCATION

a. LTA (Lincolnwood Teacher Association): **Travis DuPriest/Stacy Panoutsos/Jamie Schremser/Stephanie Shortell (Co-Presidents)**

b. LSSU (Lincolnwood Support Staff Union): **Tammer Gad (President)**

8. ADMINISTRATIVE REPORTS

a. Superintendent's Report: **Dr. Kimberly A. Nasshan**

I. INFORMATION/DISCUSSION: Honoring Lincolnwood School District 74 Staff Retirees

b. Curriculum and Instruction, Assistant Superintendent's Report: **Dr. David L. Russo**

I. INFORMATION/DISCUSSION: Curriculum Department Update

II. INFORMATION/DISCUSSION/ACTION: Public Hearing and Approval of Resolution Regarding February 12, Lincoln's Birthday, and November 11, Veterans Day, being Available for Student Attendance or Other School Activities During the 2021-22 school Calendar Year and all Future School Calendar Years.

Rationale: The Board of Education must hold a public hearing for audience comments regarding February 12, Lincoln's Birthday, and November 11, Veterans Day, being available for student attendance or other school activities during the 2021-22 school calendar year and all future school calendar years. These dates must be approved by the Board of Education. Also, the Lincolnwood School District 74 Board of Education approves all Resolutions.

PUBLIC HEARING

**Recommended Motion: I move that the Lincolnwood School District 74 Board of Education open the public hearing regarding February 12, Lincoln's Birthday, and November 11, Veterans Day, being available for student attendance or other school activities during the 2021-22 school calendar year and all future school calendar years.**

Motion by Member: \_\_\_\_\_ Seconded by : \_\_\_\_\_

AUDIENCE COMMENTS

CLOSE PUBLIC HEARING

**Recommended motion: I move that the Lincolnwood School District 74 Board of Education close the public hearing regarding February 12, Lincoln's Birthday, and November 11, Veterans Day, being available for student attendance or other school activities during the 2021-22 school calendar year and all future school calendar years.**

Motion by Member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

APPROVAL OF RESOLUTION

**Recommended motion: I move that the Lincolnwood School District 74 Board of Education approve the Resolution Re: Holiday Calendar for 2021-2022 and Beyond, as presented.**

Motion by Member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

III. INFORMATION/DISCUSSION/ACTION: Approval of the 2023-2024 District calendar, and amended 2021-2022 and 2022-2023 Lincolnwood School District 74 District Calendars

Rationale: The Lincolnwood School District 74 Board of Education approves the District calendars.

**Recommended motion: I move that the Lincolnwood School District 74 Board of Education approve the 2023-2024 District calendar, and amended 2021-2022 and 2022-2023 District Calendars, as presented.**

Motion by member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

c. Business and Operations, Business Manager/CSBO: **Courtney Whited**

I. INFORMATION/DISCUSSION: Finance Report - **MARCH 2021**

II. INFORMATION/DISCUSSION/ACTION: Resolution Authorizing the Transfer of Interest Income

Rationale: The Lincolnwood School District 74 Board of Education approves all Resolutions.

**Recommended Motion: I move that the Lincolnwood School District 74 Board of Education approve the Resolution Authorizing the Transfer of Interest Income in the amount of \$35,000 from the Educational Fund to the Tort Fund.**

Motion by member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

III. INFORMATION/DISCUSSION/ACTION: CLIC Client Authorization to Bind Coverage

Rationale: The Lincolnwood School District 74 Board of Education approves all contracts.

**Recommended motion: I move that the Lincolnwood School District 74 Board of Education approve the CLIC Client Authorization to Bind Coverage.**

Motion by member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

IV. INFORMATION/ACTION: Bills Payable in the Amount of \$1,775,196.78

**Bills reviewed this month by:** Scott L. Anderson and Rupal Shah Mandal

Rationale: The Board of Education routinely reviews and approves invoices and bills.

**Recommended Motion: I move that the Lincolnwood School District 74 Board of Education approve invoices and bills in the amount of \$1,775,196.78.**

Motion by Member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

#### 9. AUDIENCE TO VISITORS

#### 10. RECESS INTO CLOSED SESSION

I move that the Lincolnwood School District 74 Board of Education recess into Closed Session for the purposes of: **5 ILCS 120/2(c)(1), amended by P.A. 101-459 - Personnel.**

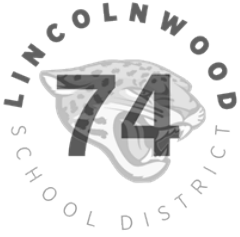
Motion by Member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

#### 11. ADJOURNMENT

Motion by Member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

**Dr. Kimberly A. Nasshan, Superintendent of Schools**

*Lincolnwood School District 74 is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or facility, are requested to contact the District Office at 847-675-8234 promptly to allow Lincolnwood School District 74 to make reasonable accommodations for those persons.*



LINCOLNWOOD SCHOOL DISTRICT 74  
BOARD OF EDUCATION  
REGULAR MEETING MINUTES  
TUESDAY, MAY 4, 2021 AT 7:30 PM

BOARD OF EDUCATION  
Scott L. Anderson, *President*  
Kevin Daly, *Vice President*  
John P. Vranas, *Secretary*  
Jeffrey S. Evens  
Myra A. Foutris  
Elaina Geraghty  
Rupal Shah Mandal

ADMINISTRATION  
Dr. Kimberly A. Nasshan, *Superintendent of Schools*  
Dr. David Russo, *Assistant Superintendent for Curriculum and Instruction*  
Courtney Whited, *Business Manager/CSBO*

*Minutes of the Regular Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Lincoln Hall Band Room #108, 6855 North Crawford, Lincolnwood, IL 60712, with ZOOM Video Conferencing available for public participation on Tuesday, May 4, 2021.*

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

President Anderson called the Regular Meeting to order at 7:32 p.m. Roll call was taken, and the Pledge of Allegiance was recited:

MEMBERS PRESENT

Scott L. Anderson  
Kevin Daly  
Myra A. Foutris  
Elaina Geraghty  
Rupal Shah Mandal  
John P. Vranas

MEMBERS ABSENT

Jeffrey S. Evens

ADMINISTRATORS/STAFF PRESENT

Dr. Kimberly A. Nasshan  
Dr. David Russo  
Courtney Whited (via ZOOM)  
Chris Harmon (via ZOOM)

Erin Curry (via ZOOM)  
Mark Atkinson (via ZOOM)  
Christopher Edman  
Christina Audisho (via ZOOM)

Dr. Dominick Lupo (via ZOOM)  
Jennifer Ruttkay (via ZOOM)  
Renee Tolnai

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

- a. Regular Board Meeting Minutes - April 8, 2021
- b. Regular Board Meeting - Closed Session Minutes - April 8, 2021

It was moved by Secretary Vranas and seconded by Member Shah Mandal that the Lincolnwood School District 74 Board of Education approve the Regular and Closed Session minutes from the April 8, 2021 Board of Education meeting.

President Anderson submitted the motion to a vote and the following vote was recorded:

Ayes: Daly, Vranas, Foutris, Geraghty, Shah Mandal, Anderson

Nays: None

Absent: Evens

Motion passed.

4. LINCOLNWOOD SCHOOL DISTRICT 74 BOARD OF EDUCATION

a. Thank you to Board Member Jeffrey S. Evens for his service.

On behalf of the Board of Education, President Anderson thanked outgoing Board member Jeffrey S. Evens for his time and dedication to Lincolnwood School District 74.

5. RE-ORGANIZATION OF THE BOARD OF EDUCATION

a. Results of April 6, 2021 Election: Dr. Kimberly A. Nasshan

The April 6, 2021 election results were certified by the Cook County Clerk's office on April 27, 2021. The following candidates are seated for a four-year term.

Four-Year Term

Scott L. Anderson

Kevin Daly

Rupal Shah Mandal

Peter D. Theodore

6. **BOARD WILL ADJOURN SINE DIE FOR THE PURPOSE OF RE-ORGANIZATION**

It was moved by President Anderson and seconded by Vice President Daly for the Lincolnwood School District 74 to adjourn sine die for the purpose of re-organization.

President Anderson submitted the motion to a voice vote and the motion passed.

a. Election of President Pro-Tem and Secretary Pro-Tem: Board Members (See Policies 2:210 and 2:110)

It was moved by President Anderson and seconded by Vice President Daly that Dr. Kimberly A. Nasshan be appointed as President Pro-Tem and Renee Tolnai be appointed Secretary Pro-Tem for the purpose of conducting the election of School Board President.

President Anderson submitted the motion to a voice vote and the motion passed.

7. CALL TO ORDER: Dr. Kimberly A. Nasshan

8. RE-ORGANIZATION/OATH OF OFFICE: Dr. Kimberly A. Nasshan

a. Oath of Office for Newly Elected and Continuing Board of Education Members (See Policy 2:80)

**President Pro-Tem:** Lead the newly elected and continuing Board of Education members in the Oath of Office.

b. Seating of New Board Member - Peter D. Theodore

**President Pro-Tem:** Welcomed new Board member Peter D. Theodore.

c. Length of the Term for Board Officers (See Policy 2:110)

It was moved by Secretary Vranas and seconded by Member Foutris that the Lincolnwood School District 74 term of office for Board officers be established for one year.

President Pro-Tem Nasshan submitted the motion to a voice vote and the motion passed.

d. Nominations for and Election of Board President (See Policy 2:110)

**President Pro-Tem:** Nominations were in order for the office of PRESIDENT.

Member Vranas nominated Scott L. Anderson for PRESIDENT.

Member Foutris seconded.

**President Pro-Tem Nasshan:** Member Scott L. Anderson was nominated for PRESIDENT. No further nominations were voiced, nominations were closed.

**President Pro-Tem Nasshan** submitted the nomination to a voice vote and the nomination passed. The Board elected **Scott L. Anderson** as PRESIDENT.

**The newly elected PRESIDENT immediately assumed the chair and conducted the election of other Board officers.**

9. RE-ORGANIZATION CONTINUED: Newly elected President Scott L. Anderson continued with the Board re-organization.

a. Nominations For and Election of Board Vice President and Secretary (See Policy 2:210)

**President Anderson:** Called for nominations for the office of VICE PRESIDENT.

**Member Shah Mandal** nominated Kevin Daly for VICE PRESIDENT.

**Member Geraghty** seconded.

**President Anderson:** Member Daly was nominated for VICE PRESIDENT. No further nominations were voiced, nominations were closed.

**President Anderson** submitted the motion to a voice vote and the motion passed. The Board elected **Kevin Daly** as VICE PRESIDENT.

**President Anderson:** Called for nominations for the office of SECRETARY.

Vice President Daly nominated John P. Vranas for SECRETARY.

Member Shah Mandal seconded.

**President Anderson:** Member Vranas was nominated for SECRETARY. No further nominations were voiced, nominations were closed.

**President Anderson** submitted the nomination to a voice vote and the nomination passed. The Board elected John P. Vranas as SECRETARY.

## 10. CONSENT AGENDA

### a. EMPLOYMENT MATTERS

#### I. Personnel Report

#### II. New Employment

1. **Emily Dahl**, Paraprofessional, Todd Hall, effective April 12, 2021, \$15.45/hr

2. **John Wong**, Physical Education Teacher, Todd Hall, effective August 23, 2021, Class 3, Level 10, \$75,467

#### III. Parental Leave

1. **Emily Porto**, School Psychologist, Lincoln Hall & Rutledge Hall, effective on or about August 25, 2021 with an expected return of November 29, 2021

#### b. FY22 Consolidated District Plan (formerly known as Approval of Title I District Plan)

The State of Illinois requires the Board of Education approve the Consolidated District Plan.

#### c. StudioGC Presents Grade 5 and Special Furniture at Rutledge Hall

The Facilities Committee concurs to recommend to the Board of Education to approve this Contract from

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StudioGC Architecture + Interiors for Grade 5 and Specials Furniture in the amount of \$162,092 to be installed in the summer of 2021.

d. GSF USA, Inc. Cleaning Services 2021-22

The Finance Committee concurs to recommend to the Board of Education to accept the amendment as presented for GSF USA, Inc. custodial services in the amount of \$435,640.39 to begin August 1, 2021 and end July 31, 2022.

It was moved by Secretary Vranas and seconded by Vice President Daly that the Lincolnwood School District 74 Board of Education approves those items on the Consent Agenda as appear above.

President Anderson submitted the motion to a vote and the following vote was recorded:

Ayes: Daly, Vranas, Foutris, Geraghty, Shah Mandal, Theodore, Anderson

Nays: None

Absent: None

Motion passed.

11. UNFINISHED BUSINESS

None

12. NEW BUSINESS

None

13. COMMUNICATION FROM BOARD MEMBERS

a. NTSE/District 807: **John P. Vranas/Kevin Daly**

No report.

b. IASB (Illinois Association of School Boards): **Elaina Geraghty/Myra A. Foutris**

No report.

c. Finance Committee: **Kevin Daly/John P. Vranas**

The Finance Committee last met on April 15, 2021.

- The Committee sent one item to the Consent Agenda:  
GSF USA, Inc. Cleaning Services 2021-22

The next Finance Committee meeting is scheduled for Thursday, May 20, 2021 at 6:30 p.m. The public is welcome.

d. Facilities Committee: **John P. Vranas/Elaina Geraghty**

The Facilities Committee last met on April 13, 2021.

- Fire Alarm Upgrades: The Committee chose option #2 painted conduit on the outside of the courtyard to device. No wire mold in the library. Paint to match as close as possible.
- Todd Hall Classroom Entryway: The committee chose option #2- dark pearl fabric, with the medium bronze metal trim border.
- The Committee recommended the approval of the contract from StudioGC Architecture and Interiors for Grade 5 and Specials Furniture in the amount of \$162,092 to be installed in the summer of 2021.
- The Committee directed the Administration to replace both BCM units at Lincoln Hall with ACMs and keep the 2 BCMs for Todd Hall and Rutledge Hall as spare parts.
- The Committee directed the Administration to have the CCDC water fountain installed consistent with the Lincoln Hall fountains and hire a plumber to complete the work. StudioGC will look at the entire scope of the project to replace all of the old fountains and return to the Committee in the future.
- An update was provided on the Rutledge Hall water main repair. The Village of Lincolnwood's Public Works Department will continue the work the District began on the water main pipe. Final costs will be divided between both parties.

- The District met with vendors on HVAC piping size issues at Lincoln Hall. StudioGC will have more information for the Committee in the future.

The next Facilities Committee is scheduled for Tuesday, May 18, 2021 at 6:00 p.m. The public is welcome.

On behalf of the Lincolnwood School District 74 Board, President Anderson shared his appreciation to the Village of Lincolnwood Public Works Department for working together towards a resolution on the Rutledge Hall water main repair.

e. Policy Committee: **Rupal Shah Mandal/Myra A. Foutris/Jeffrey S. Evens**

The Policy Committee last met on Friday, April 16, 2021

- The Policy Committee sent Policy 2:265 Title IX Sexual Harassment Grievance Procedure to 1<sup>st</sup> Reading on the agenda.
- The Committee will continue to review District policies in between receipt of official Press Plus packets.

The next Policy Committee meeting is scheduled for Friday, May 21, 2021 at 8:30 a.m. The public is welcome.

I. 1st Reading by the Board of Education

1. Policy 2:265 Title IX Sexual Harassment Grievance Procedure

f. President's Report

I. 3-Month Review and Approval of the Resolution 2020-21 re: Reopening and Requirements for Use of Personal Protective Equipment (Including Face Coverings) and Symptom Screening During the Covid-19 Pandemic.

It was moved by President Anderson and seconded by Member Shah Mandal that the Lincolnwood School District 74 Board of Education approves the Resolution 2020-21 re: Reopening and Requirements for Use of Personal Protective Equipment (Including Face Coverings) and Symptom Screening During the Covid-19 Pandemic, as presented.

President Anderson submitted the motion to a vote and the following vote was recorded:

Ayes: Daly, Vranas, Foutris, Geraghty, Shah Mandal, Theodore, Anderson

Nays: None

Absent: None

Motion passed.

Based upon the newly revised State of Illinois COVID-19 guidance, Secretary Vranas asked that the Board of Education consider no longer requiring masks on the campus while outdoors. President Anderson confirmed this will be an agenda topic for the May 13, 2021 COVID Team meeting. Secretary Vranas asked the Board of Education to consider taking action at the scheduled June 3, 2021 meeting.

II. Preliminary Committee Appointments

	Delegate/Chair	Alternate/Co-Chair
District 807/NTDSE:	_____	_____
Facilities Committee:	_____	_____
Finance Committee:	_____	_____
Policy Committee:	_____	_____
IASB Representative:	_____	_____

President Anderson requested that all current Board of Education members communicate their specific Committee requests before the May 10, 2021 Special Board of Education meeting. The Committee's members will be appointed at the June 3, 2021 Board of Education meeting.

President Anderson asked Secretary Vranas to be the mentor to newly elected Board member Peter D. Theodore.

In recognition of Teacher’s Appreciation Week, President Anderson and the Board shared their continued appreciation to the teachers and staff for their work for Lincolnwood School District 74 Learning Community.

14. COMMUNICATION TO THE BOARD OF EDUCATION

a. LTA (Lincolnwood Teacher Association): **Travis DuPriest/Stacy Panoutsos/Jamie Schremser/Stephanie Shortell (Co-Presidents)**

No report.

b. LSSU (Lincolnwood Support Staff Union): **Tammer Gad (President)**

No report.

15. ADMINISTRATIVE REPORTS

a. Superintendent's Report: **Dr. Kimberly A. Nasshan**

I. District Updates

Superintendent Nasshan shared her appreciation to the teachers and staff who continue to work each and every day giving their best to the Lincolnwood Learning Community.

A District parent-teacher group is being formed. This group’s focus will be inclusive community involvement, please watch for District communications for opportunities to participate. Some of the planned projects include an opt-in Student Directory, room parents, an ice cream social and more.

II. Presentation of the Lincolnwood School District 74 Fall 2021 School Reopening Plan

Superintendent Nasshan presented a draft of the Lincolnwood School District 74 Fall 2021 School Reopening Plan. A Special Board of Education meeting is planned for Monday, May 10, 2021 at 7:30 p.m. Community members will have an opportunity share their input prior to the Board of Education approving the Lincolnwood School District 74 Fall 2021 School Reopening Plan.

b. Curriculum and Instruction, Assistant Superintendent's Report: **Dr. David L. Russo**

I. Curriculum Department Update

- Registration runs through Friday, May 7, 2021 for SD74 Summer Adventures. Families can find more information on class offerings and the registration process on the SD74 website.
- The ACCESS assessment for English Learner students was recently completed across the District and we are in the midst the Spring Administration of the MAP Assessment for all students grades K-8. Families will receive individual score reports at the end of the year.
- Families of students in grades 3-8 will receive a communication regarding the District’s plan for administration of the Illinois Assessment of Readiness and Illinois Science Assessment.

c. Business and Operations, Business Manager/CSBO: **Courtney Whited**

I. Finance Report - **February 2021**

Business Manager/CSBO Whited presented the February 2021 Finance Report.

II. Bills Payable in the Amount of **\$680,598.58**

**Bills reviewed this month by:** Myra A. Foutris and Elaina Geraghty

It was moved by Member Foutris and seconded by Member Geraghty that the Lincolnwood School District 74 Board of Education approve invoices and bills in the amount of \$680,598.58.

President Anderson submitted the motion to a vote and the following vote was recorded:

Ayes: Daly, Vranas, Foutris, Geraghty, Shah Mandal, Theodore, Anderson

Nays: None

Absent: None

Motion passed.

16. AUDIENCE TO VISITORS

District parent Mateo Farzeneh requested further information on the status of the SD74 PTA.

District parent Leah Brennan asked for additional information on the published communications regarding the status of the PTA as well as the newly formed district parent-teacher group.

District parent Courtney Tucker shared her thoughts on the status of the SD74 PTA.

President Anderson shared the facts of the multiple correspondences.

17. ADJOURNMENT

It was moved by Member Geraghty and seconded by Member Shah Mandal to adjourn the regular meeting of the Lincolnwood School District 74 Board of Education.

President Anderson submitted the motion to a vote and the following vote was recorded at 8:25 p.m.:

Ayes: Daly, Vranas, Foutris, Geraghty, Shah Mandal, Theodore, Anderson

Nays: None

Absent: None

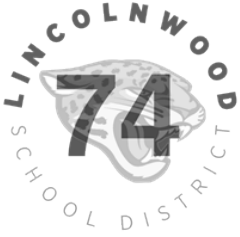
Motion passed.

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Scott L. Anderson, President

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John P. Vranas, Secretary



LINCOLNWOOD SCHOOL DISTRICT 74  
 BOARD OF EDUCATION  
 SPECIAL MEETING MINUTES  
 MONDAY, MAY 10, 2021 AT **7:30 PM**

BOARD OF EDUCATION  
**Scott L. Anderson, President**  
**Kevin Daly, Vice President**  
**John P. Vranas, Secretary**  
**Myra A. Foutris**  
**Elaina Geraghty**  
**Rupal Shah Mandal**  
**Peter D. Theodore**

ADMINISTRATION  
**Dr. Kimberly A. Nasshan, Superintendent of Schools**  
**Dr. David Russo, Assistant Superintendent for Curriculum and Instruction**  
**Courtney Whited, Business Manager/CSBO**

*Minutes of the Special Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Lincoln Hall Band Room #108, 6855 North Crawford, Lincolnwood, IL 60712 with ZOOM Video Conferencing available for public participation on Monday, May 10, 2021.*

**1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

President Anderson called the Regular Meeting to order at 7:31 p.m. Roll call was taken and the Pledge of Allegiance was recited:

MEMBERS PRESENT

Scott L. Anderson  
 Kevin Daly  
 Myra A. Foutris  
 Elaina Geraghty  
 Rupal Shah Mandal  
 Peter D. Theodore  
 John P. Vranas

MEMBERS ABSENT

ADMINISTRATORS/STAFF PRESENT

Dr. Kimberly A. Nasshan	Erin Curry (via ZOOM)	Dr. Dominick Lupo (via ZOOM)
Dr. David Russo	Mark Atkinson (via ZOOM)	Jennifer Ruttkay (via ZOOM)
Courtney Whited (via ZOOM)	Christopher Edman	Renee Tolnai
Chris Harmon (via ZOOM)	Christina Audisho (via ZOOM)	

**2. Preliminary Committee Appointments**

President Anderson made preliminary Committee appointments. The final Committee member appointments will be made at the scheduled June 3, 2021 Lincolnwood School District 74 Board of Education meeting.

	<u>Chair/Delegate</u>	<u>Co-Chair/Co-Delegate</u>
District 807/NTDSE:	John P.Vranas	Kevin Daly
Facilities Committee:	John P. Vranas	Elaina Geraghty
Members:		
• Rupal Shah Mandal		
• Zade Tagani		
• Emily McCall		
• Wendy Grano		

Finance Committee: Kevin Daly Peter D. Theodore  
Member:  
• Jason Oleniczak

Policy Committee: Rupal Shah Mandal Myra A. Foutris  
Member:  
• Becky Klinghofer

IASB Representative: Elaina Geraghty Myra A. Foutris

**Additional Re-Appointments:**

Communications Task Force: Elaina Geraghty Rupal Shah Mandal

COVID Team: Scott L. Anderson Myra A. Foutris

Curriculum Task Force: Rupal Shah Mandal

President Anderson gave a brief overview of the Lincolnwood School District 74 Fall 2021 School Reopening Plan and asked the community and staff to keep in mind all COVID-19 guidance and mitigations are subject to change.

3. Superintendent's Presentation of the Lincolnwood School District 74 Fall 2021 School Reopening Plan  
Superintendent Nasshan presented the Lincolnwood School District 74 Fall 2021 School Reopening Plan and also asked the community and staff to keep in mind all COVID-19 guidance and mitigations are subject to change.

Based upon the newly revised State of Illinois COVID-19 guidance, Secretary Vranas asked that the Board of Education consider no longer requiring masks on the campus while outdoors. President Anderson confirmed this will be an agenda topic for the May 13, 2021 COVID Team meeting. Secretary Vranas asked the Board of Education to consider taking action at the scheduled June 3, 2021 meeting.

**4. AUDIENCE TO VISITORS**

Community member Carrie Spitz inquired about remote learning when a child is non-COVID or COVID related sickness. Superintendent Nasshan confirmed that remote services will be available for illness but vacations, doctor appointments, etc. are considered a regular absence.

**5. Approval of the Lincolnwood School District 74 Fall 2021 School Reopening Plan**

It was moved by Secretary Vranas and Vice President Daly that the Lincolnwood School District 74 Board of Education approve the Lincolnwood School District 74 Fall 2021 School Reopening Plan, as presented.

On behalf of the Board of Education, President Anderson thanked the Back to School Committee for their time and effort in the process.

President Anderson submitted the motion to a vote and the following vote was recorded:

Ayes: Daly, Foutris, Geraghty, Shah Mandal, Theodore, Vranas, Anderson

Nays:

Absent:

Motion passed.

6. ADJOURNMENT

It was moved by Secretary Vranas and seconded by Member Shah Mandal to adjourn the Special meeting of the Lincolnwood School District 74 Board of Education.

President Anderson submitted the motion to a vote and the following vote was recorded at 7:51 p.m.:

Ayes: Daly, Foutris, Geraghty, Shah Mandal, Theodore, Vranas, Anderson

Nays:

Absent:

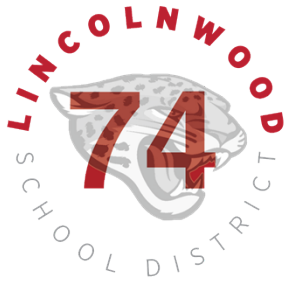
Motion passed.

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Scott L. Anderson, President

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John P. Vranas, Secretary



## Executive Summary Board of Education Meeting

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DATE: June 3, 2021

TOPIC: Dual BCM Replacement at Lincoln Hall

PREPARED BY: Jim Caldwell & Courtney Whited

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

As instructed by the Facilities Committee, the Administration asked Control Engineering Corporation for a price to completely eliminate Lincoln Hall's two obsolete BCMs. Adding one ACM global controller and three Alerton communication ports will bring Lincoln Hall's Building Automation System up to the latest in Alerton technology. The two BCMs will be stored as spares in case those at Todd Hall or Rutledge Hall need to be swapped out if there is a failure. District Legal Counsel has reviewed this proposal and inserted a contract certification that was signed by Control Engineering Corporation.

### **Fiscal Impact:**

\$17,000

### **Recommendation:**

The Facilities Committee concurs to recommend to the Board of Education to approve the contract with Control Engineering Corporation for ACM and communication wiring work at Lincoln Hall in the amount of \$17,000.

**SCHOOL DISTRICT CONTRACT CERTIFICATION**

The Contractor identified below agrees to provide goods and services to Lincolnwood School District No. 74 (the "District") per the terms and conditions stated herein and in Exhibit A, which is incorporated herein. The Contractor certifies that its officers, employees, and agents are not barred from bidding and entering into an agreement with the District as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 1961* (720 ILCS 5/33E-3, 33E-4) or otherwise under the Illinois *School Code* (105 ILCS 5/10-20.21). The Contractor acknowledges that the District's Board of Education may declare the agreement void if it finds this certification is false. As required by law, the Contractor certifies that it and all its affiliates will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*) regardless of whether the Contractor or its affiliate is a "retailer maintaining a place of business within this State" as defined in Section 2 of the *Use Tax Act* (35 ILCS 105/2). The Contractor further certifies that to the extent applicable, it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*). Contractor further agrees to comply with all other applicable state and federal laws and regulations, including but not limited to (as applicable) the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.*, including payment of not less than the prevailing rates as published on the Department of Labor's official website to any laborers, workers and mechanics performing work under this Contract and submission of proper certified payrolls (as applicable). As required by regulation of the Illinois Department of Human Rights, the Equal Opportunity Clause contained in Exhibit B and the representations therein are hereby incorporated into this Certification.

Contractor acknowledges that it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools.

Contractor shall indemnify, defend, and hold harmless the Board of Education, its individual Board members, Board officers, employees, agents, representatives, insurers, successors, and assigns from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and attorney's fees and costs approximately resulting from services rendered by Contractor, regardless of whether or not said claims are in law or in equity, or before any administrative body, and regardless of whether or not said claims are for property damage, personal injury, or death. Contractor shall maintain general liability insurance or self-insurance with limits of at least \$1,000,000 per occurrence and in the aggregate (including any umbrella insurance) and to name the District, its board members, and its agents and employees, as additional insureds, covering for injury or death to any person or persons, and property damage. This agreement shall be construed according to the laws of the State of Illinois and shall be subject to the jurisdiction of the Circuit Court of Cook County, Illinois. The Board of Education shall not waive any customary warranties nor waive any rights by making payment.

Contractor/Supplier Name: Control Engineering Corp.

By:   
Signature of Officer or Authorized Representative

Vice President  
Title

Date: 5/10/21

# Exhibit A

4/20/2021

**Lincolnwood School Dist. 74**  
**Mr. James Caldwell**  
**6950 N. East Prairie Rd.**  
**Lincolnwood, IL 60712**

**Lincolnwood SD 74 – Lincoln Hall**  
**ACM Upg & Improve Wiring Config.**  
**Proposal**

## CEC Proposal #PWJ21015.2

Control Engineering Corp. (CEC) is pleased to present this proposal to provide the equipment and technical expertise required to perform the following scope of work for the Lincolnwood School Dist. 74 – Lincoln Hall facility of Lincolnwood, IL.

### Scope of Work – Upg all exist. obs. Alerton BCMs to new Alerton ACM & improved comm. wiring

- CEC will consult with the customer to strategize the most convenient times to perform the following physical system reviews/upgrades/repairs/replacements & will, during the duration of this work, assist in maintaining the normal operations of the facility in an effort to insure that the work is as seamless as possible to the facility's occupants.
- CEC will provide and install new data communication wiring between Rm. 205 & the current location of the main BAS control panel. This new comm. trunk will be used to split the existing comm. trunk into two separate trunks. The new comm. trunk wiring will pick up all of the existing devices in place that go beyond Rm 205 to the end of the line. The existing comm. trunk line wiring will remain in place & pick up all devices between the main control panel & Rm 205. Upon completion, both comm. trunks will occupy the proper quantity of control devices going forward. These locations were selected based on investigative troubleshooting recently performed under separate order/approval due to offline issues.
- CEC will remove all of the existing obsolete BCMs & their associated components of Lincoln Hall. No existing obsolete BCMs will remain going forward.
- CEC will provide, install, program, & commission an upgrade retrofit qty of one (1) new Alerton ACM global controller, a qty of three (3) comm. ports, & all associated ACM licensing required.
- CEC post completion will review all of the above system's upgrades & modifications to insure & verify proper system operations.

<b>Total Investment</b>	<b>\$ 17,000.00</b>
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### Clarifications

- ❖ Price quoted includes the labor, equipment, and materials listed above. In the event it is determined that any other parts, materials, or additional labor is required due to a request for a change in scope, we will quote you a price and require a PO (purchase order) before proceeding.
- ❖ All work to be performed in accordance with local codes and the above stated scope of work.
- ❖ The project scope of work includes a one-year warranty on any and all parts and/or labor provided upon project completion and beneficial use of the project scope.
- ❖ All work to be completed during normal business hours.
- ❖ The above price is valid for 30 days.

Thank you for the opportunity to assist you with your requirements. Please do not hesitate to contact me should you have any questions, comments, concerns, or require any additional information whatsoever.

Sincerely,



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*Phillip Jackson*  
*Account Executive*

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*Accepted by:*

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*Purchase Order #*

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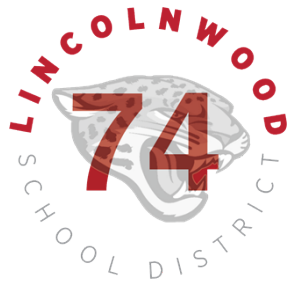
*Date*

## EXHIBIT B

[NOTE: Illinois law requires that this statement be included in all Illinois public contracts (See 44 Ill. Adm. Code 750.10)]

The Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et. seq.*, and rules and regulations promulgated thereunder. The following provisions are included in this Contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law. As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with *Illinois Human Rights Act* and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



## Executive Summary Board of Education Meeting

DATE: June 3, 2021

TOPIC: Solar Panel Grants

PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The District was awarded a grant of up to \$6,400 from the Illinois Clean Energy Community Foundation and up to \$5,000 from the Cook County Solar School program toward the purchase and installation of a single 1kW photovoltaic solar panel system. The Administrative Team is seeking approval to accept the grants.

The Administrative Team has engaged members of the District's Science, Technology, Engineering and Mathematics (STEM) Department to identify multiple points of intersection between the STEM curriculum and installation of a solar panel array. The panels are a learning tool with value at multiple grade levels. The system would be connected to the electrical grid and software allows students to track power production.

Per grant guidelines, the array must be installed facing south, with no shade, and visible to students. Students in the 7<sup>th</sup> Grade *Magic of Electrons* class were engaged with a project to identify possible locations for a hypothetical solar array at Lincoln Hall given the aforementioned parameters. Their ideas are presented in the packet.

District Legal Counsel reviewed the Terms and Conditions from the Illinois Clean Energy Community Foundation and found those to be satisfactory as presented. On the Interagency Agreement with the Cook County Solar School Program, Legal Counsel recommended the District consult with our insurance provider regarding the levels of insurance outlined in section 5.9 through 5.9.5. Of particular note, was section 5.9.4 which requires “crime insurance or equivalent”. The District’s insurance provider confirmed we carry an equivalent coverage. Counsel concurred with our insurance provider’s recommendation that the vendor selected for the project have the following coverages: Commercial General Liability, Commercial Automobile Liability, Umbrella or Excess Liability, and Workers Compensation. The District’s insurance provider also listed Professional Liability coverage; however, Counsel indicated this is typically used by architects and engineers, not labor.

**Fiscal Impact:**

The Administrative Team engaged a vendor familiar with these grant programs who has completed multiple installations of solar panels at schools. The vendor’s representative indicated the costs of purchase and installation should not exceed grant allocations. This was congruent with information provided by the liaison from the Illinois Clean Energy Community Foundation. If approval to accept the grants is given, the Administrative team will bring a formal quote to the Committee.

**Recommendation:**

The Facilities Committee concurs to recommend to the Board of Education to accept a grant of up to \$6,400 from the Illinois Clean Energy Community Foundation and up to \$5,000 from the Cook County Solar School program toward the purchase and installation of a single 1kW photovoltaic solar panel system.



April 14, 2021

Dr. David Russo  
Assistant Superintendent for Curriculum and Instruction  
Lincoln Hall Middle School  
6950 N. East Prairie Road  
Lincolnwood, IL 60712

Re: **Request ID: 8146**  
K-12 1 kW Educational PV System

Dear Dr. Russo:

The Illinois Clean Energy Community Foundation (“the Foundation”) is awarding a grant of up to \$6,400 to the Lincolnwood School District 74 (“the Grantee”) for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement (“the Agreement”) between the Foundation and the Grantee. Please read it carefully. ***If the Grantee agrees to the terms and conditions in the Agreement, please return one complete and initialed counter-signed copy of the Agreement no later than one month from today. Failure to do so may result in the termination of your grant.*** Contact the Foundation if you have any questions.

#### Duration and Payment of Grant

This grant is to be used during the period May 1, 2021 through April 30, 2022 (the “Grant Period”). The grant will be paid by the Foundation upon:

- a) Receipt and approval of the **Site Location Approval Form** prior to installation;
- b) receipt and acceptance of the **Interim Report** six months after the start of the grant period;
- c) successful installation and operation of the photovoltaic system and activation of the online data feed; and
- d) receipt and acceptance of the **Project Completion Report**.

According to Foundation guidelines, you are eligible to receive up to \$6,400 or 90% of the total project cost, *whichever is less*. Work under the grant must be completed and the installation operational by the end of the grant period.

The Foundation reserves the right to suspend, modify, or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds, or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement;
3. the Grantee's performance under the grant has not been satisfactory; and/or
4. the installation and/or data generated by the installation are not maintained or made publicly available.

The Foundation's judgment on these matters will be final and binding.

#### Purpose and Use of Grant

This grant is for the installation of a single 1 kW photovoltaic (PV) system at Lincolnwood School District 74 (the "Project") as described in the Project proposal submitted to the Foundation by the Grantee on January 29, 2021.

As integral components of the Project, the Grantee agrees to the following over the life of the equipment:

1. Implement online monitoring of real-time data on the PV system's electricity generation via [www.IllinoisSolarSchools.org](http://www.IllinoisSolarSchools.org) and maintain the internet connection in working order.
2. Maintain the PV system and its components in working order. To this end the Grantee agrees to set aside at least \$150.00 per year. **Costs associated with equipment maintenance, repair, replacement, moving the PV system due to roof repairs, etc. are the responsibility of the Grantee.**
3. Teach about solar energy in the classroom beginning with the 2021-2022 school year and educate the community about the benefits of solar energy. This should include an event such as a "Solarbration" to make community members aware of the presence and operation of the PV system.

The Grantee agrees to retire any environmental attributes, commonly also known as green tags or renewable energy credits, associated with the electricity generated by the PV system, so that the environmental benefits may only be reported by the Grantee.

The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved

in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes in the performance of the Grantee's obligations under this Agreement.

### Reporting Requirements

#### **Site Location Approval**

The Grantee agrees that the PV system will be visible to students, unshaded by any building, tree or other landscaping features, and will stream data to the Illinois Solar and Wind Schools website, and that the entire system is used inside at least one classroom.

Prior to installation, the Grantee must obtain all required signatures for the **Site Location Approval Form**. The Grantee will then submit the form, along with photos of the final installation location, to the Foundation and obtain approval to proceed. Until the Site Location Approval Form is approved by the Foundation, the Grantee will not begin the installation process. **Failure to submit the Site Location Approval Form to the Foundation or proceeding without approval of the installation site may result in the grant being terminated.**

#### **Interim Project Report**

The Foundation requires the Grantee to submit an **Interim Project Report 6 months after the start of the grant period**. The report should provide a description of the project's status and indicate if the project is expected to be completed within the grant period.

#### **Project Completion Report**

The Foundation requires the Grantee to ensure that equipment information and real-time generation data are available at [www.IllinoisSolarSchools.org](http://www.IllinoisSolarSchools.org), and to submit a Project Completion Report on this grant **no later than 2 months after the end of the Grant Period**. The report should cover the entire Grant Period and contain:

- (a) a detailed summary of the overall Project including installation experience, challenges, and successes using the **Final Report Form**;
- (b) copies of energy related curriculum, lesson plans or materials demonstrating integration of the PV system into such curricula;

- (c) evidence of Project completion, photos of the installation, and a copy of an **Interconnection Agreement** with Commonwealth Edison, Ameren Illinois Utilities, or other electricity provider;
- (d) a summary of Project expenditures using the **Final Project Expenditures Form** showing the actual expenditures against the original approved Project budget and listing all grant, loan and/or other funds received by the Grantee for the Project. This summary must be supported by clearly labeled invoice(s), proof(s) of payment(s), other documents showing the source of additional funds; and
- (e) copies of invoices and cancelled checks supporting Project expenditures.

#### Publicity

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with access to resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

#### Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

#### Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code.

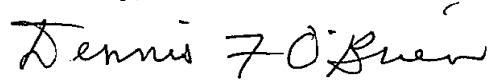
The Grantee further confirms that it is currently in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



Dennis F. O'Brien  
Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee, and that the Grantee will comply with those terms and conditions.

Grantee \_\_\_\_\_  
*(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)*

Name of Authorized Signer for the Grantee \_\_\_\_\_

Title of Signer \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
*(This must be an original signature of an authorized representative of the Grantee, such as a Principal, Superintendent, or Board of Education member)*

Date Signed \_\_\_\_\_

**INTERAGENCY AGREEMENT  
BY AND BETWEEN THE COUNTY OF COOK  
AND PUBLIC SCHOOL FOR THE  
COOK COUNTY SOLAR SCHOOL PROGRAM**

This Agreement (“Agreement”) is made by and between the COUNTY OF COOK (“County”), a body politic and corporate of the State of Illinois on behalf of the Department of Environment and Sustainability and LINCOLNWOOD SCHOOL DISTRICT 74 for LINCOLN HALL MIDDLE SCHOOL, an Illinois governmental agency established under the laws of the State, having its principal offices at 6950 N EAST PRARIE RD., LINCOLNWOOD, IL 60712. Each party to this Agreement is sometimes referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Cook County supports the use of electricity from renewable sources instead of fossil fuels as part of its overall goal of becoming carbon neutral by 2050; and

**WHEREAS**, the Cook County Policy Roadmap’s (“Roadmap”) Sustainable Communities goal is to support healthy, resilient communities that thrive economically, socially, and environmentally; and

**WHEREAS**, the Roadmap acknowledges the County must address past environmental injustices in underserved communities including the effects of climate change, uneven development, and persistent segregation; and

**WHEREAS**, the Roadmap sets forth the objective of ensuring environmental justice and a healthy environment for all people and places and advancing racial equity; and

**WHEREAS**, the Roadmap also sets forth the objective of reducing climate change and providing ways to mitigate its effects by prioritizing renewable energy development; and

**WHEREAS**, on November 21, 2019, the Cook County Board of Commissioners approved the 2020 Annual Appropriation which included Budget Amendment 13 (“Amendment”), as passed by the Finance Committee and the County Board, to use \$120,000 in funds from the Solid Waste Special Purpose Fund to create a program that would provide up to two schools with solar paneled roofs; and

**WHEREAS**, the Amendment provides that the participating schools would build a science, technology, engineering and mathematics (“STEM”) program around the solar paneled roofs to encourage more children to join engineering, environmental sciences, and other STEM programs; and

**WHEREAS**, the Amendment provides that the solar panels will provide an educational component by allowing students to track the energy generated and saved as a result of the solar panels, while providing a cost savings for the participating schools; and

**WHEREAS**, the Illinois Clean Energy Community Foundation’s (“Foundation”) K-12 Solar Schools Program (“Program”) supports the installation of 1 kW photovoltaic (PV) systems throughout Illinois at institutions serving grades K-12; and

**WHEREAS**, the Foundation’s Program was launched in 2006 and has awarded over \$5 million in grants to over 400 schools to support the installation of 1 kW photovoltaic (PV) systems; and

**WHEREAS**, the Foundation’s Program turns school buildings into hands-on science experiments, helping teachers to instruct students about STEM, science, math, technology, the environment, and

other important topics; and

**WHEREAS**, the County seeks to reach more students and schools; and

**WHEREAS**, the County desires to increase access for students in low-income communities which disproportionately lack access to STEM programs; and

**WHEREAS**, the County desires to support under-resourced schools which lack the resources to incorporate clean energy into their operations and curriculum; and

**WHEREAS**, the Elementary and Secondary Education Act of 1965 authorizes financial assistance through its Title 1 school-wide program to local educational institutions with a percentage of students from low-income families of at least 40%; and

**WHEREAS**, the County seeks to support schools applying for Foundation grants for the installation of solar photovoltaic panels by developing a Cook County K-12 School Solar Initiative (“County’s School Solar Initiative”) that expands the number of schools with a preference for the Elementary and Secondary Education Act Title-1 school-wide funded and Title-1 school-wide eligible schools (“Title 1 Schools”); and

**WHEREAS**, the Foundation’s Program funds approximately 90% of the PV system and installation costs at schools whose applications are accepted by the Foundation; and

**WHEREAS**, the County desires to create a School Solar Initiative that will fund the remaining portion of the PV system costs, ongoing operation and maintenance, and STEM curriculum development in the amount which the school sought in its application and which the County approved, though up to and not to exceed \$5,000 per school; and

**WHEREAS**, the County’s School Solar Initiative also seeks to fund up to \$5,000 to existing Foundation Program schools that received grants and that lack the resources to repair and maintain PV systems that are currently inoperable.

**NOW, THEREFORE BE IT RESOLVED**, by the Cook County Board of Commissioners, that the \$120,000 appropriated to the Department of Environment and Sustainability for a County School Solar Initiative shall be used to provide funding to K-12 public schools with a portion of funds for a PV system; and

**BE IT FURTHER RESOLVED** that the Department of Environment and Sustainability shall:

(1) Establish, develop, maintain and promote the Cook County K-12 School Solar Initiative (“Initiative”); and

(2) Be authorized to award grants to provide additional funding under the County School Solar Initiative for: the school’s PV system match costs not covered by the Foundation’s Program; the establishment of an operating and maintenance fund as required by the Foundation; and the support of student STEM curriculum development and related student and community educational materials and events, with the total grant amount for any one school which the school sought in its application and approved by the County, though up to and not to exceed \$5,000; and

(3) Be authorized to enter into grant agreements with public schools within Cook County that are awarded grants from the Foundation’s Program, with a preference for Title 1 schools, based on the order in which qualifying applications are received; and

(4) Thereafter, if sufficient funds remain, be authorized to enter into grant agreements with any public school within Cook County that is awarded a grant from the Foundation’s program, based on the order in which qualifying applications are received; and

(5) In addition, the Department may offer funding to public schools, with a preference for Title 1 schools, in Cook County already within the Foundation’s K-

12 Solar Schools Program towards the cost of repair of previously installed PV systems funded by the Foundation, in an which the school sought in its application and approved by the County, though up to and not to exceed \$5,000 per school; and

(6) Report in writing annually no later than the last Cook County Board meeting in September to the Cook County Board of Commissioners regarding the grants awarded under the County School Solar Initiative.

#### **I. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein as though fully set forth.

#### **II. AUTHORITY**

The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder. This Agreement between the County and Public School shall not become effective unless authorized by the Cook County Board of Commissioners or their authorized designee and an authorized representative of Public School. This Agreement constitutes a legal, valid and binding agreement, enforceable against Public School and, once duly authorized and executed by the Cook County Board of Commissioners or their designee, against the County, in accordance with its terms.

#### **III. TERM OF AGREEMENT AND TIMELINESS OF PERFORMANCE**

3.1 This Agreement shall have a term of one (1). The Agreement shall commence May 15, 2021 and continue until May 14, 2022 or until this Agreement is terminated in accordance with its terms, whichever occurs first. Either party may terminate this Agreement at any time upon ninety (90) days written notice to the other party.

3.2 Public School must provide the services and reports within the term and within the time limits required under this Agreement, pursuant to the provisions of Section V. Further, Public School acknowledges that time is of the essence and that the failure of Public School to comply with the time limits described in Section V shall result in the Public School not being reimbursed for allowable expenses.

3.3 Neither Public School nor Public School's agents, employees, service providers or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by either of the Parties, for damages, charges or other losses or expenses incurred by Public School by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

#### **IV. SCOPE OF AGREEMENT**

The County, through representatives of the Department of Environment and Sustainability, shall work to establish and support the School Solar Initiative and to enter into grant agreements with schools which receive grants under the Foundation's program, with a preference for Title 1 schools.: The County shall award grants to provide additional funding to public schools, with a

preference for Title 1 schools, in Cook County for the school’s PV system match costs not covered by the Foundation’s Program; the establishment of an operating and maintenance fund as required by the Foundation; and the support of student STEM curriculum development and related student and community educational materials and events, with the total grant amount for any one school not to exceed \$5,000.

The grants funds shall be used as follows: up to \$1,000 or 10% of the system cost not covered by Illinois Clean Energy Community Foundation (whichever amount is less), including supplies, installation, and labor; up to \$1,500.00 for an operations and maintenance fund for the PV system to ensure its long-term operation for the school community; and up to \$1,500.00 towards the costs of the Solarbration, training resources related to renewable energy, and/or signage for the installation.

Specific process objectives and associated performance measures include:

1. Utilize grants fund for LINCOLN HALL MIDDLE SCHOOL’s PV system match costs not covered by the Foundations Program.
2. Document the PV system installation.
3. Establish an operating and maintenance fund as required by the Foundation.
4. Support student STEM curriculum development and related student and community educational materials and events, including a Solarbration.
5. Provide a final report to the County regarding the community events and Solarbration.

## V. DUTIES AND RESPONSIBILITIES OF PUBLIC SCHOOL

5.1 Program Design. Public School will work with County representatives to develop the Program as defined in Section IV.

5.2 Utilization of Service Providers. Public School may utilize its current service providers or solicit additional service providers to assist in the implementation of the Program.

5.3 Metrics and Reports. Public School shall provide a final report on the Performance Measures described in Section IV in a form provided by the Department of Environment and Sustainability.

5.4 Final Report and Accounting. Financial reports detailing all expenses charged to this grant shall be offered to the Department of Environment and Sustainability on MAY 14, 2022, Public School will issue a final report to the Department of Environment and Sustainability summarizing the metrics provided for in subsection 5.3 of this Section V. Forms provided by the Department of Environment and Sustainability shall be used for

these reports, and expense documentation standards shall be offered to Public School for financial reporting.

Public School shall also issue, upon request, any recommendations to the Department of Environment and Sustainability regarding the success of the Program and any recommended expansion of the Program. The report shall include all the quantitative information listed in subsection 5.3. of this Section V.

5.6 Standard of Performance. Public School and its subcontractors/service providers must perform all of its duties and responsibilities required of it under this Agreement with that degree of skill, care and diligence normally shown by Public School performing services of a scope and purpose and magnitude comparable with the nature of the duties to be provided under this Agreement. Public School must assure that all duties and responsibilities that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law.

5.7.3 Service Providers. Public School shall select and utilize qualified service providers to assist Public School in the successful completion of this Program. Should a service provider fail to provide services as required by Public School; Public School should undertake all necessary action to replace the selected service provider and assist any Program Participant assigned to such service provider.

5.8 Goal Setting. Public School shall work with the Department of Environment and Sustainability and the Foundation to develop any additional short-term metrics or goals for the Program to specific, if applicable.

5.9 Insurance. Public School must maintain at its own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

5.9.1 Workers Compensation and Employers Liability  
Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

5.9.2 Commercial General Liability (Primary and Umbrella)  
Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

Public School must maintain limits of not less than \$1,000,000 with the same terms herein.

### 5.9.3 Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with duties and responsibilities to be performed, Public School must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

### 5.9.4 Crime

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks.

5.9.5 Additional Requirements Public School must make available upon request to Cook County through the Department of Environment and Sustainability original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The failure of the County to obtain certificates or other insurance evidence from Public School is not a waiver by the County of any requirements for Public School to obtain and maintain the specified coverages. Public School must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Public School of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the County retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Public School must provide for 30 days prior written notice to be given to the County in non-renewed. the event coverage is substantially changed, canceled or

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Public School.

Public School hereby waives and agrees to require their insurers to waive their rights of subrogation against Public School, its employees, elected officials, agents or representatives.

The coverages and limits furnished by the Agency in no way limit Public School's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the County do not contribute with insurance provided by Public School under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Public School must require all subcontractors/services providers that utilized by the Partnership for this Program to provide the insurance herein, or Public School may provide the coverage for subcontractors/service providers. Subcontractors/service providers are subject to the same insurance requirements of Public School unless otherwise specified in this Agreement.

Notwithstanding the requirements above, the Public School's program of self-insurance shall be deemed acceptable and approved by the County.

5.10 Indemnification. Public School covenants and agrees to indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Agreement by Public School, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of Public School.

5.11 Examination of Records and Audits. Public School agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Agreement, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of Public School related to the Agreement, or to Public School compliance with any term, condition or provision thereof. Public School shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

In the event Public School receives payment under the Agreement, reimbursement for which is later disallowed by the County, Public School shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to Public School under any Agreement with the County.

## **VI. DUTIES AND RESPONSIBILITIES OF COOK COUNTY**

6.1. Program Development. Cook County through the Department of Environment and Sustainability may work with Public School to establish or promote the Program.

6.2 Compensation. Cook County will provide \$5,000.00 in funding for the Program.

6.2.1 Schedule of Payment. Cook County will pay Public School upon receipt of the final report and all invoices.

6.3 Reports. The Department of Environment and Sustainability shall oversee Public School responsibilities and ensure that the reports required

under Section V are provided in accordance with the Agreement.

## VII. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

7.1 Events of Default Defined. The following constitute events of default:

7.1.1 Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Public School to the County.

7.1.2 Public School material failure to perform any of its obligations under this Agreement including the following:

7.1.2(a) Failure due to a reason or circumstances within Public School' reasonable control to perform the responsibilities and duties as provided in Section V with sufficient personnel or with sufficient material to ensure performance.

7.1.2(b) Discontinuance of the services as provided for in Section V for reasons within Public School' reasonable control; and

7.1.2(c) Failure to comply with any other material term of this Agreement.

## XIII. MISCELLANEOUS TERMS

8.1 Compliance with Laws. Public School shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement/ Assurance of compliance with this requirement by Public School employees, agents or subcontractors shall be the responsibility of Public School.

8.2 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

8.3 Force Majeure. Neither the County nor Public School shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such party's reasonable control and which event is not caused by such party's fault or negligence. Such events shall include, but not be limited to, acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

8.4 No Joint Venture. This Agreement shall in no event be

construed in such a way that either the County or Public School constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The Parties shall not have the authority to enter into any Agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other Party in any manner, except as expressly provided herein.

8.5 No Third-Party Beneficiaries. This Agreement shall be binding upon Public School and the County to the benefit of Public School and the County. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor shall any act of the Parties be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.6 No Employment Benefits. Public School and its employees, agents and subcontractors are, for all purposes arising out of the Agreement shall not be considered employees of the County. It is expressly understood and agreed that neither Public School or Public School employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

8.7 No Personal Liability. The Parties agree that no member, official, employee or agent of either Party will be individually or personally liable to the other Party, its successors or assigns under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or in the event of any default or breach by such Party under this Agreement.

8.8 Governmental Immunity. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, in no event shall this Agreement be construed to have, waived any rights or defenses of governmental immunity that the County may have with respect to any matters arising out of this Agreement or performance hereunder.

8.9 Cooperation with Inspector General. Public School shall abide by all the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances).

8.10 Assignment. This Agreement, or any portion thereof, shall not be assigned by Public School, without the prior written consent of the County.

8.11 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

8.12 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.

8.13 Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

8.14 Survival. Any provisions of this Agreement that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended.

8.15 Amendments. This Agreement may not be altered, modified or amended except by written instrument signed by the Parties hereto.

8.16 Authority. Each of the Parties hereto represents and warrants to the other party that it has the authority to enter into this Agreement and perform its responsibilities and obligations hereunder and that it has taken all actions, official or otherwise, necessary to approve the execution of this Agreement and to implement the terms of this Agreement as applicable to such party.

8.17 Conflict of Interest. No member of the County Board, department or agency of the County or Public School nor any official or employee of the County or Public School shall have any financial or ownership interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the County or Public School shall be personally liable for the performance of the County or Public School pursuant to the terms and conditions of this Agreement.

## IX. NOTICES

All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notices given as provided herein do not waive service of summons or process. Notices shall be served at the following addresses:

To the County:  
Cook County Board President  
Cook County Board of Commissioners  
118 N. Clark Street, Room 537  
Chicago, Illinois 60602  
Attention: Deputy Chief of Staff to the President

With a copy to: Department of Environment and Sustainability Cook County Department of  
Environment & Sustainability  
Attention: Executive Director  
69 West Washington Street, Suite 1900  
Chicago, Illinois 60602

To Public School District:  
Lincolnwood School District 74  
Lincoln Hall Middle School  
6950 N. East Prairie Rd., Lincolnwood, IL 60712

X. COUNTERPARTS

This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Interagency Agreement on the dates hereafter set forth below.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Agreement:

\_\_\_\_\_ Dated: \_\_\_\_\_  
Deborah Stone  
Director  
Cook County Department of Environment and Sustainability

Public School District: The undersigned, on behalf of the Public School District, School District, an Illinois public school district, hereby accepts the foregoing Agreement:

\_\_\_\_\_ Dated: \_\_\_\_\_  
Public School District

Approved as to form:

\_\_\_\_\_ Dated: \_\_\_\_\_  
Daniel Brennan  
Assistant State's Attorney  
Cook County State's Attorney's Office

## Lincoln Hall Solar Panel Proposal 2021



The location I have chosen should be used because it is south facing, meaning that it will get plenty of sunlight when the sun rises and sets each day. The location also provides high visibility for students and visitors, as the panels will rest right on top of the main entrance. This will

encourage plenty of talk amongst students and visitors with regard to S.T.E.M, solar energy and the magic of energy in general! The solar panels will be very visible to the cars on the street and will promote the use of solar panels for a healthier environment. It will also be very impressive to know that Lincoln Hall and the school district is going solar and helping the environment. There is no shade near the panels, which will allow for the absorption of maximum energy. The overhang has plenty of space, allowing for a variety of sizes. Each panel will likely be 65" x 36", or roughly 5.5 feet in length and 3 feet in width. The area above the main entrance could easily accommodate 6 panels of this size, totaling about 18 feet in width. For the reasons outlined above, I hope you agree that this location is perfect for the new addition of solar panels.

## Solar Panel Proposal



You should choose this location because it's a convenient spot and isn't ruining the front perfect image. It's easy to see from both Lincoln Hall and Rutledge Hall so if people come to visit Rutledge Hall too, they can see it and the school can get grant money. Not only that but it would be a nice look to add to the second courtyard since it's about solar power. Sun also reaches that point at certain times of the day so it's easy to access sunlight. Overall I think my idea for the solar panel placement is a great option. Thank you

5-12-21

### Solar Panel Proposal

Lincoln Hall would benefit greatly from having solar panels on the roof of the building, situated above at the stairs to the auditorium. The reason this placement would be beneficial is because there is no shade on the roof at that location. It is constantly getting full access to the sun during the day. It is one of the best places with a lot of sunlight, and it is visible to the students at Lincoln Hall and Rutledge Hall. It will also be visible to any parents or visitors who are in the front drive.

Another place that would be great for solar panels is where the front field is. The school can make two shelters with benches, so parents can watch games at those fields. The solar panels would be placed on top of the shelters, and it can get sunlight for energy. There is no shade where these benches would be placed because they would be placed far enough away from the trees and the field line. They would be visible to everyone. It's a win-win because the parents can be dry during sporting events when it rains, and we still get energy from the sun.





## Solar Panel Proposal



This is my reasoning as to why our school should put solar panels on this specific area. My first reasoning is that the solar panels will be visible to the students. If we put the solar panels on the other rooftop areas, it will not be visible for a student. But perhaps you would put it in the field let's say, but it would take up space. Putting the solar panels in the fields meets the four requirements though students would use the fields for outdoor activities. Next requirement is that there should be no shade, as you can see from the picture the sun is directly hitting the solar panels. There aren't any trees etc to block the sunlight reaching the panels. Another requirement is that the solar panels should be 6 Panels of 65in x 39 in. From the picture I could estimate that all 6 panels would fit in this area. The last requirement is that it should be facing south, this area faces south and is convenient for the panels. In conclusion the solar panels area meets all four requirements and would be a very convenient place.

## Solar Panel Proposal



This location should be used for the solar panels because it provides a clear view of them for passing students and staff. As they enter the school in the morning, leave at the end of the day, or even pass by on the streets, they can see the solar panels up high, since it won't blend in with the building. The school also faces south, so putting the solar panels in this location would obviously be filling that requirement. Additionally, where the solar panels are placed, there is less shade. In front of the school, there are no trees close enough to cast a shadow and by being on the roof, they are not covered by a shadow from the second level. Although the

drawing is not exactly to scale, the solar panels will fit the length of this space. If they possibly don't, we can put a metal bar in the back and stack one on top of the other. In conclusion, the solar panels should be installed on the roof of the front entrance to Lincoln Hall.

## STEM Solar Panel Proposal

Adding solar panels to Lincoln Hall Middle School is beneficial in many ways. However, there are still many factors to consider. One of the most important of them is the location and placement of the panels. There are many criteria and constraints to take into consideration. For example, the six solar panels, each 65 inches by 39 inches, must be facing south. This ensures that they will be in the sun as much as possible. The location in the front of the school, shown in the image below, is the most reasonable location to place the solar panels. They are facing the south, with nothing in front of them to block the shade. This location would make it visible to the students, as it is in the front of the building and directly above the “Lincoln Hall” sign. The panels would not only be visible to students, but also to cars that pass through the streets. Showing that our school is making an effort to reduce climate change can influence Lincolnwood citizens into making a change in their lives to combat global warming with their community.



# Proposal for solar panels



I think that Lincoln Hall should get solar panels and that they should be installed at our school on the roof. Solar panels will be effective at the use of less electricity, I think solar panels would be a good idea on top of the roof because the roof is big and it can fit solar panels on top. The solar panels must follow the measurements of being 65in x 39in which will fit on the roof, if there has to be 6 of them then they can be spread out across the top of the school. There also must be no shade overtop of the solar panels so that sunlight can get to them, when they are on the roof sunlight can be facing directly at them. The solar panels would have to be facing south so they can be put in a direction where they are facing south. Although the solar panels would have to be visible to students, I think that you can kind of see them if they are on the roof, they wouldn't be the most visible when being on the roof, though I think that they will be the most effective there. Based on these reasons, in my opinion Lincoln Hall should get solar panels and place them on the roof.

## Solar Panel Proposal



The location by the front of the school is a good spot for the solar panels to be for multiple reasons. First there is enough space for the solar panels, and they can be easily put on the roof of the school. Also it can be easily put there on top of the roof, by propping it on top of the roof. Rather than having to get a stand to prop it up. In addition if the solar panels ever fall they'll fall on a surface, and not a high drop. Second there usually won't be any shade in the front of the school on sunny days. In other areas, the school building might shade the solar panels, but in the front of the school the solar panels won't be shaded by another part of the building. Lastly it's visible to all students. The front of the school is an area where many students might be, and will be able to see the solar panels. When being dropped off, during dismissal time, or just going outside the students can see the solar panels. In conclusion the front of the school is a good place for the solar panels to be, as there will be enough space, easily transferred there, less shade, and visible to students.

## Solar Panel Proposal: Front Entrance Near the Lobby of Lincoln Hall



I propose that a location for a solar panel installation should be (pictured above with a drawing of the solar panels) in the main front entrance of the school, which is near the lobby. This area of the school is south facing, so it receives a lot of sunlight throughout the day, and doesn't have anything blocking its location that will keep it from getting a lot of light, which makes it a great spot to put solar panels. This area could benefit from solar panels because it is one of the most commonly used areas in the school, which means it will almost always have the lights on. By bringing in solar panels to this area, we will be reducing the amount of electricity that comes from keeping the lights on in that area. Also, students who have classes on the third floor of the building will be able to view and admire the solar panels in this spot. Therefore, this front entrance near the lobby is a good location for putting solar panels.

## Solar Panel Proposal



The picture I have shown above is the most ideal place to put the solar panels and here's why. First of all, it's easily seen by students as they walk by. People will get a good impression on Lincoln Hall and they'll think that Lincoln Hall is an environmentally friendly school. Additionally, it's facing south so it'll get lots of sunlight and there's enough room to fit 6 solar panels. Finally, it doesn't obstruct the students view from outside a window. We don't want to obstruct the view of students when they look out the window, so in this place, there are no windows.



## Executive Summary Board of Education Meeting

DATE: June 3, 2021

TOPIC: ReadyGen Digital Courseware 3-Year

Renewal PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

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

Savvas publishes the District's K-5 core instructional program for literacy called *ReadyGen* and the *Pearson Literature* anthology used at the middle school. The digital component to these programs is coming up for renewal at the end of June. Electronic components of *ReadyGen* are used to provide students with learning activities to practice skills, digital versions of literature, small group tasks, and materials that can be used to differentiate learning for students with varying levels of ability. The Administration is recommending a three-year renewal. Within that time frame, a formal review of the District's literacy program would be conducted. At the end of the subscription renewal period, the Administration would make recommendations for the literacy curriculum beyond the 2023-24 school year.

District Legal Counsel has reviewed the Terms and Conditions and found them to be acceptable as presented.

**Fiscal Impact:**

ReadyGen Digital Courseware 3-year renewal (July 1, 2021 – June 30, 2024) - \$53,177.20

**Recommendation:**

The Finance Committee concurs to recommend to the Board of Education to approve the ReadyGen Digital Courseware 3-year renewal in the amount of \$53,177.20.



Mr. David Russo  
 Assistant Superintendent for Curriculum and Instruction  
 Lincolnwood Sch Dist 74  
 6950 N East Prairie Rd  
 Lincolnwood, IL 60712-2520  
 United States

**Quote Number:** 142596-5  
**Quote Creation Date:** 04-27-2021  
**Quote Expiration Date:** 09-30-2021  
**Quote Release:** 5

**ReadyGEN K-5 3-Year Digital Licenses  
 Price Quote Summary**

Solution	Base Amount	Total
ReadyGEN	\$ 53,177.20	\$ 53,177.20
<b>Solution Subtotal</b>	<b>\$ 53,177.20</b>	<b>\$ 53,177.20</b>
	<b>Shipping &amp; Handling</b>	<b>\$ 0.00</b>
		<b>Total \$ 53,177.20</b>

**Price Quote Detail**

ISBN	Description	Price	Charged Qty	Total Charged
<b>ReadyGEN</b>				
<b>ReadyGEN ©2016 - Digital Courseware</b>				
9780328896042	READYGEN 2016 DIGITAL COURSEWARE 3-YEAR LICENSE GRADE K	\$69.97	115	\$8,046.55
9780328896059	READYGEN 2016 DIGITAL COURSEWARE 3-YEAR LICENSE GRADE 1	\$69.97	115	\$8,046.55
9780328896066	READYGEN 2016 DIGITAL COURSEWARE 3-YEAR LICENSE GRADE 2	\$69.97	125	\$8,746.25
9780328896073	READYGEN 2016 DIGITAL COURSEWARE 3-YEAR LICENSE GRADE 3	\$69.97	135	\$9,445.95
9780328896080	READYGEN 2016 DIGITAL COURSEWARE 3-YEAR LICENSE GRADE 4	\$69.97	135	\$9,445.95

ISBN	Description	Price	Charged Qty	Total Charged
9780328896097	READYGEN 2016 DIGITAL COURSEWARE 3-YEAR LICENSE GRADE 5	\$69.97	135	\$9,445.95
<b>ReadyGEN ©2016 - Digital Courseware Subtotal</b>				<b>\$ 53,177.20</b>
<b>ReadyGEN Subtotal</b>				<b>\$ 53,177.20</b>
<b>Solution Subtotal</b>				<b>\$ 53,177.20</b>
<b>Shipping and Handling</b>				<b>\$ 0.00</b>
<b>Total</b>				<b>\$ 53,177.20</b>

## Savvas Learning Company LLC Terms and Conditions

**To place your order** please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price via one of the following methods:

**e-Form:** <http://support.savvas.com/support/s/contactsupport>

**Mail:** PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500 .

**Price quote:** This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

**Shipping & handling** charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

**Platforms:** Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

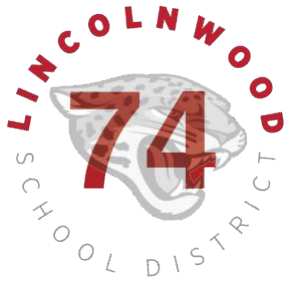
**Return Policy:** If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://k12.savvas.com/worktext-subscription>.

**Annual subscriptions for iLit and Successmaker:** Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: <https://support.savvas.com/support/s/customer-service-support-form>.

**Technical support services** are included with purchase of Savvas digital products eform: <https://support.savvas.com/support/s/k12-curriculum-support-form> phone: 1-800-848-9500

**MySavvas Training** which provides online access to on-demand tutorials and interactive webinar sessions is included with purchase of products. <https://mysavvastraining.com>



## Executive Summary Board of Education Meeting

DATE: June 3, 2021

TOPIC: Panorama Social-Emotional Learning: Platform License

PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The Board of Education approves all contracts.

Social-Emotional Learning (SEL) is an area that the District consistently addresses; never more so than during the Pandemic. As more students are expected to return to campus in the fall, the District seeks to have resources available to gauge where students are at in their needs and to connect them with additional supports, when necessary.

Panorama Education provides survey tools and data analysis to assess, measure, and support each students' soft skills like growth mindset, self-efficacy, social awareness, and self-management. The District can develop a customized survey generating baseline information on students' perceptions, which can be used to tailor SEL lessons or refer students for additional support.

District Legal Counsel reviewed the Service Order and Terms and Conditions. Counsel created an Amendment to address specific issues (law, venue, etc.) that were problematic in the Terms and Conditions document. Additionally, the Amendment contained language covering the *Student Online Personal Protection Act (SOPPA)*, which will become effective later this year. Counsel

noted that the vendor did not agree to remove the liability limits, but agreed to maintain a cyber liability coverage. In the event of a breach, which is unlikely, the District will be able to access that if necessary. The vendor agreed to all other aspects of the Amendment, which Counsel deemed acceptable.

**Fiscal Impact:**

A one-year subscription to Panorama Social-Emotional Learning: Platform License is \$5,025.

**Recommendation:**

The Finance Committee concurs to recommend to the Board of Education to approve this Agreement from Panorama Education for Social-Emotional Learning: Platform License in the amount of \$5,025 from July 1, 2021 to June 30, 2022.

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

This Amendment is entered into as of July 1, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“Client”) and Panorama Education, Inc. (“Panorama”) pursuant to the Service Order starting July 1, 2021, and its attached Terms and Conditions (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment supplements the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is an express conflict between this Amendment and the Agreement, the terms of this Amendment will prevail..

2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the Client and Panorama.

3. **FOIA/OMA.** Client shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Panorama prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Panorama acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.

4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and Panorama hereby submits to the jurisdiction of that court. Any references to binding arbitration shall be deleted from the Agreement.

5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Panorama shall also maintain all student data obtained from Client in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein “SOPPA”). In accordance with SOPPA, Panorama and the School District agree as follows:

- a. The categories or types of SOPPA-covered information, as defined in Section 5 of SOPPA, to be provided to Panorama pursuant to this Agreement may include:
  - i. Information created by or provided to Panorama by a student or the student’s parent or legal guardian in the course of the student’s,

- parent's, or legal guardian's use of the operator's site, service, or application for K through 12 school purposes;
- ii. Information created by or provided to Panorama by an employee or agent of Client for school purposes; or
  - iii. Information gathered by Panorama through the operation of its site, service, or application for K through 12 school purposes and which personally identifies a student, including, but not limited to, information in the student's electronic mail, first and last name, electronic mail address, or other student identifiers.
- b. The products or services being provided to Client by Panorama are as described in the documents that comprise this Agreement.
  - c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), Panorama is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under SOPPA, without permission from the school or parent, or pursuant to court order. This prohibition against disclosure shall not apply to aggregate summaries of de-identified information which may be used as permitted under the Agreement, SOPPA, FERPA or other applicable Federal or Illinois laws.
  - d. If a breach of covered information in Panorama's possession and control is attributed to Panorama under SOPPA, reasonable costs and expenses incurred by Client in investigating and remediating the breach to the extent caused by Panorama's failure to use reasonable safeguards in preventing such breach will be allocated to Panorama, except for the cost of School District personnel. The costs and expenses may include, but are not limited to, all items described in Section 15(4)(D) of SOPPA, as now written or as may be amended from time to time. Panorama shall indemnify and defend Client, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, to the extent arising directly and specifically from any security or privacy breach involving SOPPA-covered information in Panorama's possession and control as a result of negligent or intentional acts or omissions of Panorama.
  - e. Panorama must delete or transfer to Client all SOPPA-covered information within ninety (90) days if the information is no longer needed for the purposes of this Agreement. Panorama must delete, within a reasonable time period, a student's SOPPA-covered information if the Client requests

deletion, unless the student or student's parent consents to the maintenance of the SOPPA-covered information. "Deletion" means deletion in a manner consistent with the media sanitization practices described under industry recognized standards.

- f. Because Client maintains a website, SOPPA requires that Client must publish a copy of this Agreement on the website.
- g. In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Panorama shall notify the Superintendent of Schools of any breach of the students' SOPPA-covered information.
- h. Upon Client's written request, Panorama shall provide to Client a list of any third parties or affiliates to whom Panorama is currently disclosing SOPPA-covered information or has disclosed SOPPA-covered information related to the Agreement. This list must, at a minimum, be updated and provided to the school by the beginning of each fiscal year and at the beginning of each calendar year upon Client's written request.

6. **Insurance.** During the term of this Agreement and any renewal thereof, Panorama shall maintain a cyber-liability insurance policy insuring against data breaches. Client shall be named as an additional insured on such policy. .

7. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

**WHEREAS**, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT 74  
COOK COUNTY, ILLINOIS**

**PANORAMA EDUCATION, INC.**

By: \_\_\_\_\_

*Gayle McGuire*  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Contract  
Its: Specialist \_\_\_\_\_

Date: \_\_\_\_\_

Date: 05 / 10 / 2021 \_\_\_\_\_

<b>TITLE</b>	Lincolnwood Amendment (final)
<b>FILE NAME</b>	Panorama_Lincolnw...final clean).docx
<b>DOCUMENT ID</b>	882e06732b376b61b22770d106a52205ba21d77e
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

### Document History



SENT

**05 / 10 / 2021**

16:58:21 UTC

Sent for signature to Gayle McGuire  
(contracts@panoramaed.com) from tlohela@panoramaed.com  
IP: 72.92.239.218



VIEWED

**05 / 10 / 2021**

21:41:04 UTC

Viewed by Gayle McGuire (contracts@panoramaed.com)  
IP: 75.68.188.66



SIGNED

**05 / 10 / 2021**

21:46:26 UTC

Signed by Gayle McGuire (contracts@panoramaed.com)  
IP: 75.68.188.66



COMPLETED

**05 / 10 / 2021**

21:46:26 UTC

The document has been completed.

# PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Lincolnwood School District 74	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	David Russo, Assistant Superintendent for Curriculum and Instruction	<i>Primary Contact, Title</i>	Tina-Marie Lohela, Outreach
<i>Billing / Payment Address</i>	6950 East Prairie Rd.	<i>Billing Address</i>	24 School Street, 4 <sup>th</sup> Floor
<i>City / State / Zip</i>	Lincolnwood, IL 60712	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	<a href="mailto:drusso@sd74.org">drusso@sd74.org</a>	<i>Email</i>	<a href="mailto:tlohela@panoramaed.com">tlohela@panoramaed.com</a>
<i>Phone</i>	<a href="tel:(847)675-8234">(847) 675-8234</a>	<i>Phone</i>	617-631-9743

## (1) Description of Services and (2) Fees

Description of Services	Fees	
<p><b>Panorama Social-Emotional Learning: Platform License</b>                      Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> <li>Social-emotional learning measures</li> <li>Includes access to Panorama Student Survey</li> </ul> <p><b>Project Support</b>                      Project support package includes:</p> <ul style="list-style-type: none"> <li>Named single Panorama point of contact who provides proactive technical support and guidance on Panorama's best practices</li> <li>Unlimited email support from Panorama's product support team for school / district personnel and survey respondents (where applicable)</li> <li>Membership in the Panorama Community, including client-only training sessions and webinars, newsletters, etc.</li> </ul> <p><b>Professional Development: Virtual</b>                      Includes prep and digital access to materials:                      1 session (60-90 minutes)</p>	<i>Effective Date:</i>	<u>July 1, 2021</u>
	<i>Contract Term: (From Effective Date)</i>	<u>1 Year</u>
	<i>Annual License Fee:</i>	\$5,025
	<i>Annual Total: (Due on Effective Date for Year 1)</i>	\$5,025

# PANORAMA EDUCATION – SERVICE ORDER



## Other Terms and Conditions (if any)

## Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

## Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:	Print Name, Title:	Date:
Panorama Signature: <i>Gayle McGuire</i>	Print Name, Title: Gayle McGuire, Contract Specialist	Date: 05 / 10 / 2021

## Terms and Conditions

### BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the “Platform”).

Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders (“Future SOs”) pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

### 1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use (including use by Client’s students, staff and parents, as described in the SO, if applicable (“Authorized Users”).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

### 2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) (“Data”), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions (“Other Data”), and, together with the Data, “Client Data”). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information (“Blind Data”) and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested

enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards (“Safeguards”) which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

### 3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively “Taxes”). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

### 4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the “Term”).

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days’ notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama’s network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama’s Confidential Information.

## Terms and Conditions

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

## 5 CONFIDENTIALITY

5.1 As used herein, “Confidential Information” means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the “Disclosing Party”) that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the “Receiving Party”); provided, however, that a Disclosing Party’s business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama’s Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed “Confidential Information” if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party’s Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

## 6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN “AS-IS” BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY’S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

## 7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT’S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY’S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY’S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT’S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY’S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY’S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY’S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client (“Client Indemnified Parties”) harmless from settlement amounts and damages, liabilities, penalties, costs and expenses (“Liabilities”) that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys’ fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this

## Terms and Conditions

Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

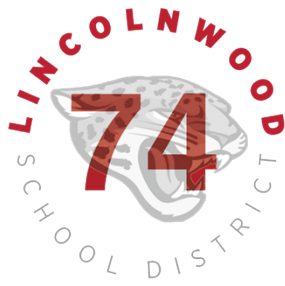
**7.5 Indemnification by Client.** Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

**7.6 Indemnification Procedure.** If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

## 8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been

duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.



## Executive Summary Board of Education Meeting

DATE: June 3, 2021

TOPIC: Second Step Social-Emotional Learning (SEL) Curriculum 3-Year Subscription

PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

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

Meeting the social-emotional learning (SEL) needs of students is an ongoing District effort, but never more so as we continue to navigate through the COVID-19 pandemic. Students may have experienced first-hand the physical, emotional, and economic challenges that have faced many of our families. As the District plans for more students to come back to in-person learning in the fall, we seek to continue to provide an SEL experience that builds common language and strategies for all students. Additionally, for those students who may need more frequent or intensive supports, there would be opportunity to access those District services.

Second Step provides a web-based curriculum that can be implemented consistently from classroom to classroom. The digital format enables continuous improvement based on up-to-date research and feedback. Within the digital program, there are a variety of media, activities, and interactive components that cannot be replicated in the print version.

At the K-5 level, individual lessons center on one of the four themes: *Growth Mindset & Goal Setting, Emotion Management, Empathy & Kindness, and Problem-Solving*. Themes are consistent across each of these grade levels.

In the middle school, the themes become: *Mindsets & Goals, Recognizing Bullying & Harassment, Thoughts, Emotions, & Decisions and Managing Relationships & Social Conflict.*

Teacher-facilitated groups are designed to engage students through activities, discussions, and role play scenarios. Time to explore SEL topics is already embedded within the schedule at all three schools.

District Legal Counsel vetted the License Agreement, Privacy Policy and Terms of Use associated with the subscription. Counsel created an Amendment to address specific issues (law, venue, etc.) that were problematic in the License Agreement document. Second Step does not collect any student data; therefore, Counsel concurred that specific terms related to the *Student Online Personal Protection Act (SOPPA)* were not necessary. The vendor agreed to the changes in the Amendment as presented.

**Fiscal Impact:**

Second Step (Grades K-8) 3-Year License - \$13,724.10

The multi-year subscription represents a 10% savings to the District.

**Recommendation:**

The Finance Committee concurs to recommend to the Board of Education to approve the Second Step Social-Emotional Learning (SEL) Curriculum 3- Year Subscription in the amount of \$13,724.10



2815 Second Avenue, Suite 400  
 Seattle, WA 98121-3207 USA  
 800-634-4449 FAX: 206-343-1445  
**orders@cfchildren.org**

**Quote**

Quote # 5014518  
 Date 4/9/2021  
 Customer ID 10120816

**Bill To** **Ship To**

Lincolnwood Sch Dist 74  
 6950 N East Prairie Rd  
 Lincolnwood IL 60712-2554  
 United States

Jennifer Ruttkay  
 Lincolnwood Sch Dist 74  
 6950 N East Prairie Rd  
 Lincolnwood IL 60712-2554  
 United States

Requested By	Ship To	Setup Admin	Entered By
Jennifer Ruttkay	Jennifer Ruttkay	Name: Jennifer Ruttkay Email: <a href="mailto:jruttkay@sd74.org">jruttkay@sd74.org</a>	Daniela Ramirez

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904103	Second Step Grades K-8, Multi-Site Pricing, 3-Year Licenses		4/9/2021	7/31/2024	3	\$5,083.00	\$15,249.00

Subtotal	\$15,249.00
Discount	(\$1,524.90)
Shipping & Handling	\$0.00
Sales Tax* (%)	\$0.00

**TOTAL** **\$13,724.10**

Please remit in US Funds.

Make check payable to: Committee for Children

\*If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to [orders@cfchildren.org](mailto:orders@cfchildren.org).

Shipping Method: UPS Ground (UPS)

Prices valid for 30 days from quote date.

Please Include quote ID:5014518 on your order to guarantee pricing.

## AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND COMMITTEE FOR CHILDREN

This Amendment is entered into as of June 3, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Committee for Children (“CFC”) pursuant to Quote # 5014518 dated April 9, 2021, the Second Step K-8 Digital Curriculum License Agreement, and the Exhibit A Data Processing Addendum (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. CFC shall not materially modify or amend the Agreement, its Privacy Policy, or its Terms of Use (see [www.cfchildren.org](http://www.cfchildren.org)) during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.
3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify CFC prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. CFC acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and CFC hereby submits to the jurisdiction of that court. Any references to binding arbitration shall be deleted from the Agreement.
5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, CFC shall also maintain all student data obtained from School District in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*).
6. **Insurance.** During the term of this Agreement and any renewal thereof, CFC shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on such policy. Any damages limitations in this Agreement shall not apply to School District in its capacity as an additional insured.

7. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

**WHEREAS**, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT 74  
COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMITTEE FOR CHILDREN**

By:  \_\_\_\_\_

Its: Director of Finance

Date: 5/12/2021



Check out our free COVID-19 response resources at  
[secondstep.org/covid19support](https://secondstep.org/covid19support)



Programs ▼

Learn More ▼

Purchase ▼

Help ▼

# Second Step® K-8 Digital Curriculum License Agreement

**Last Updated: March 2021**

*Applies if first use is on or after March 15, 2021*

This Digital Curriculum License Agreement ("**Agreement**") governs your access and use of the online service and support (the "**Service**") that allows you and an educator accessing the Service on behalf of your organization in an authorized classroom (each an "**Authorized User**") to access Second Step Elementary and Second Step Middle School (together, also referred to as "**Second Step K-8**") digital lessons, videos, supplemental and related activities, professional learning, an administrative dashboard, and other resources (collectively, the "**Curriculum**") and your use and the use by Authorized Users of the Curriculum provided by Committee for Children ("**Committee for Children**," "**CFC**," "**we**," or "**us**").

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE AND USE BY AUTHORIZED USERS OF THE SERVICE AND THE CURRICULUM. BY ACCESSING OR USING THE SERVICE OR USING THE CURRICULUM AND BY PERMITTING AUTHORIZED USERS TO DO SO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR DATA PROCESSING ADDENDUM AND OUR TERMS OF USE, BOTH OF WHICH ARE INCORPORATED BY THIS REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR OUR [DATA PROCESSING ADDENDUM](#) AND/OR OUR [TERMS OF USE](#), YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR THE CURRICULUM. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms in this Agreement shall prevail. The Data Processing Addendum is Exhibit A to this Agreement.

**1. Consent to Electronic Communications; Eligibility.** CFC may be required by law to send communications to you that pertain to the Service or the Curriculum and your use thereof. You consent to receive these communications electronically (e.g., via email, through the CFC websites, or via the Service) in accordance with our [Privacy Policy](#). You must be at least 18 years of age to access or use the Service or the Curriculum. By using the Service or the Curriculum, you represent and warrant that you (a) are 18 years of age or older; (b) have not been previously suspended or removed from the Service or engaged in any activity that could result in suspension or removal from the Service; (c) have the full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which you are a party; (d) are not barred from receiving or using the Service or the Curriculum under the laws of the United States or any other applicable jurisdiction; and (e) to the extent that you make available the Service or the Curriculum to an Authorized User, you will ensure that each Authorized User meets the above eligibility requirements and acts in accordance with this Agreement, including the Terms of Use, and you will be responsible for the acts and omissions of each Authorized User under this Agreement. You further represent and warrant that you are authorized to agree to the terms of this Agreement and our Terms of Use on behalf of any and all Authorized Users. If you are accessing or using the Service or the Curriculum on behalf of another person or entity, you represent that you are authorized to accept this Agreement and our Terms of Use on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates this Agreement or our Terms of Use.

## **2. Scope of License to the Service.**

**2.1. License to Service and Curriculum.** Subject to the terms and conditions of this Agreement, CFC grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during your Subscription to (i) access and use the Service and the Curriculum and any associated documentation and information provided by CFC online via CFC's website(s) or, in the case of downloadable portions of the Curriculum, via a hosted, password protected platform owned and controlled by an authorized school district or school used to deliver such portions of the Curriculum to Authorized Users, (ii) display and perform the Service and the Curriculum, and (iii) download, use, copy and distribute the downloadable portions of the Curriculum and permit Authorized Users to download, copy and use the same; all of the foregoing solely for your own or an Authorized User's internal, noncommercial use and solely for purposes of (y) real-time, synchronous, in-person classroom instruction and (z) real-time, synchronous remote video instruction over a secure, locked, password-protected service. Any CFC updates or upgrades to the Service or Curriculum, including any updates or upgrades that supplement or replace the original Service or Curriculum shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. We reserve the right, but shall have no obligation, in our sole discretion, to modify, update, upgrade or otherwise make changes, modifications,

alterations, additions to or deletions from the Service and the Curriculum and to change, modify, alter, add to, or eliminate features, functionality or components from the Service or Curriculum at any time without notice and without obligation or liability to you.

**2.2. Rights to Your Data.** You agree that, in order to provide the Service and the Curriculum, CFC may process, transfer, use, store, transmit, display, and modify the data provided to CFC by you, including data that relates to you and your Authorized Users ("**Your Data**"). To the extent that CFC processes Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) contained within Your Data in connection with this Agreement, it will be subject to the Data Processing Addendum. As between you and CFC, you retain all right, title and interest in and to Your Data. You also acknowledge and agree that, where not prohibited by applicable law, CFC may deidentify and aggregate technical, usage, and other data about you and your Authorized Users' use of the Service and the Curriculum ("**Aggregated Data**"). CFC may use the Aggregated Data to analyze, improve, support and operate the Service and the Curriculum and otherwise for any business purpose, during and after the term of this Agreement. For clarity, Aggregated Data excludes any Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) and will not identify you, your school, or district. Aggregated Data will not be considered Your Data.

**3. License Restrictions.** The rights granted in Section 2.1 of this Agreement constitute the entirety of your rights with respect to the Service and the Curriculum and CFC reserves all rights in and to the Service and the Curriculum not expressly granted to you in this Agreement. The license granted to you in Section 2.1 is for internal purposes only and does not allow you or any Authorized User to do any of the following: (a) except as specifically provided in Section 2.1, permit or authorize any third party (other than an Authorized User) to access or use the Service; (b) use the Service or Curriculum on any device you do not own or control; (c) reverse engineer, decompile, disassemble or attempt to discover any source code or trade secrets related to the Service or any proprietary materials of CFC; (d) modify, alter or create any derivative works of the Service or the Curriculum; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service or the Curriculum; (f) use or incorporate your trademark(s) or other proprietary notice(s) or any third party trademark(s) or other proprietary notice(s) on, in or in connection with the Service or the Curriculum or to suggest or imply any association between you or any third party and CFC or the Service or the Curriculum; (g) work around any technical limitations in the Service; (h) combine, integrate into or with, or otherwise connect for any purpose the Service or the Curriculum with your goods or services or any third-party goods or services (other than the hosting of the Service on an authorized school district or school platform used to deliver the Service and the Curriculum to Authorized Users) or (i) use the Service or the Curriculum for purposes other than those for which it was designed or permitted under this Agreement, including, but not limited to, for purposes of downloading or distributing the Curriculum or any other content made available via the Service (except as provided in Section 2.1). Unless stated in this Agreement or otherwise by CFC, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel,

implication, statute or otherwise. If you or any Authorized User breach any of these restrictions, you may be subject to prosecution and damages. The license granted in Section 2.1 is revocable at any time.

**4. Ownership of the Service and the Curriculum.** The Service and the Curriculum are licensed, not sold, subject to the terms of this Agreement. The Service and the Curriculum are valuable property of CFC and our licensors and are protected by copyright and other intellectual property laws and treaties. CFC, and our licensors, own all right, title, and interest in and to the Service and the Curriculum, including all copyright and other intellectual property rights therein.

## **5. Payment Terms.**

**5.1 Subscriptions.** We offer different subscription plans for access and use of the Service and the Curriculum (each, a "**Subscription**"), on an annual or other periodic basis, all as specified on [the Service site](#).

WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) CFC (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU IN FULL OR ON A PERIODIC BASIS (AS SELECTED BY YOU VIA THE SERVICE) FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) IN ADVANCE; AND (B) YOUR SUBSCRIPTION WILL CONTINUE THROUGH THE APPLICABLE SUBSCRIPTION TERM UNLESS WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT.

**5.2 Cancellation Policy.** YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY CALLING COMMITTEE FOR CHILDREN AT THE NUMBER INDICATED ON OUR [CONTACT US](#) PAGE. IF YOU CANCEL YOUR SUBSCRIPTION WITHIN NINETY (90) DAYS OF PURCHASE, YOU WILL RECEIVE A FULL REFUND. COMMITTEE FOR CHILDREN HAS NO OBLIGATION TO REFUND ANY AMOUNTS FOR SUBSCRIPTIONS CANCELLED MORE THAN NINETY (90) DAYS AFTER PURCHASE.

**5.3 Free or Promotional Trials.** From time to time, to the extent legally permitted, we may offer free or reduced rate promotional trials of certain Subscriptions for specified periods of time without payment or for a reduced promotional price. If we offer you a free or promotional trial, the specific terms of your free trial will be provided in the marketing materials describing the particular trial, during the registration process on [SecondStep.org](#), or when the code for the trial is entered on [SecondStep.org](#).

ONCE YOUR FREE OR REDUCED-RATE PROMOTIONAL TRIAL ENDS, YOUR ACCESS TO AND RIGHT TO USE FOR ALL PURPOSES THE SERVICE AND THE CURRICULUM WILL AUTOMATICALLY END AS WELL, WITHOUT NOTICE FROM US. AT SUCH TIME (OR AT ANYTIME BEFORE THE END OF YOUR FREE OR REDUCED RATE PROMOTIONAL TRIAL), YOU HAVE THE OPTION TO PURCHASE A SUBSCRIPTION THROUGH THE PROCESS DESCRIBED IN THIS AGREEMENT. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE OR REDUCED-RATE PROMOTIONAL TRIALS AT ANY TIME, WITHOUT NOTICE, AND IN OUR SOLE DISCRETION.

**5.4 Payment and Billing Information.** By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you permit us (or our third party payment processor) to charge your payment method for the total amount of your Subscription or other purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your account, you can do so by calling, emailing or otherwise contacting us to adjust or edit your payment information. You acknowledge that the amount billed may vary due to promotional offers, changes to your Subscription or changes in applicable taxes or other charges, and you authorize us (or our third party payment processor) to charge your payment method for the corresponding amount.

**5.5 Pricing and Availability.** All prices are shown in US dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide advance notice of such changes. We will not, however, be required to notify you of changes in any applicable taxes. All of our Service, Curriculum and Subscriptions are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, or to discontinue offering certain Service, Curriculum or Subscriptions without prior notice, even if you have already placed an order.

**5.6 Taxes.** You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of a Subscription. We will collect applicable sales tax if we determine that we have a duty to collect sales tax. We will present any taxes that we are required to collect on your invoice, but note that actual taxes charged may be adjusted from the amount shown on the invoice. Several factors may cause this, such as variances between processor programs and changes in tax rates.

**6. Your Privacy Obligations.** You represent and warrant that: (a) that you have sufficient rights in Your Data to grant the rights granted to CFC in Section 2.2; (b) all of Your Data provided in connection with the Service and the Curriculum is and will remain accurate and complete, and you will maintain and update such data as needed; (b) all of Your Data has been collected in accordance with Applicable Law (as defined in the Data Processing Addendum) including the provision of any required notice and the collection of any required consents necessary for CFC's provision of the Service and the Curriculum; and (c) CFC's use of Your Data in accordance with this Agreement and on your instructions will not cause CFC to violate any Applicable Law.

**7. Feedback.** You may provide CFC with comments, suggestions, observations, information, and other feedback regarding the performance, features, and functionality of the Service, including in response to any surveys or questions posed by CFC (collectively, "**Feedback**"). To the extent you voluntarily provide Feedback, you understand and agree that the Service-related and Curriculum-80 related data and information obtained or collected by CFC in connection with such access will be

non-confidential and part of any Feedback you provide under this Agreement. CFC will own exclusive rights, including, without limitation, all intellectual property rights, in and to all Feedback and any resulting upgrades, updates, modifications, alterations, additions or changes to the Service or the Curriculum based on the Feedback, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**8. Support Resources.** CFC may provide certain support or maintenance resources for the Service and/or the Curriculum during your Subscription. If you have any questions regarding the Service or the Curriculum, please contact CFC at 800-634-4449 or [support@cfchildren.org](mailto:support@cfchildren.org).

**9. No Warranty.** IN ADDITION TO THE WARRANTY DISCLAIMERS IN OUR TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT (A) THE SERVICE OR THE CURRICULUM MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) ACCESS AND USE OF THE SERVICE AND THE CURRICULUM IS AT YOUR SOLE RISK; (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (D) YOU SHALL HAVE NO CLAIM AGAINST CFC OR RIGHT TO ANY REFUND FOR ANY UPDATE, UPGRADE, MODIFICATION, ALTERATION, CHANGE, ADDITION TO OR DELETION FROM THE SERVICE OR THE CURRICULUM OR WITH RESPECT TO ANY FEATURE, FUNCTIONALITY OR COMPONENT OF THE SERVICE OR THE CURRICULUM. CFC SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE SERVICE OR THE CURRICULUM OR FOR ANY LOSS OF DATA. CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE CURRICULUM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (COLLECTIVELY, "**FAULTS**") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, STATEMENT, REPRESENTATION OR ADVICE GIVEN BY CFC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS ABOVE AND IN OUR TERMS OF USE MAY NOT APPLY TO YOU.

**10. Limitation of Liability.** IN ADDITION TO THE LIMITATIONS OF LIABILITY IN OUR TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ANY OF THE OTHER CFC PARTIES (AS DEFINED IN OUR TERMS OF USE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OR THE ACCESS OR USE BY ANY AUTHORIZED USER OF THE SERVICE OR THE CURRICULUM (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE OR THE RELIANCE BY AUTHORIZED USERS ON ANY INFORMATION OBTAINED FROM CFC, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, 81 WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT,

DESTRUCTION OR UNAUTHORIZED ACCESS TO CFC'S RECORDS, PROGRAMS OR SYSTEMS), AND EVEN IF CFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL LIMITATIONS OF LIABILITY UNDER SECTION 10 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

**11. Indemnification.** In addition to your indemnification obligations set forth in our Terms of Use, to the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless CFC Parties from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of the Services and Curriculum; (b) your violation of this Agreement; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (d) an Authorized Users' access to or use of the Services and Curriculum or violation of this Agreement; or (e) Your Data (including, without limitation, the violation of any Applicable Law). You agree to promptly notify the CFC Parties of any third-party Claims, cooperate with CFC Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the CFC Parties will have control of the defense or settlement, at CFC's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and CFC or the other CFC Parties.

**12. Term and Termination; Survival.** The license granted under Section 2 shall be in effect from the date you first access the Service until the end of your Subscription. Either party may terminate this Agreement at any time, with or without cause, by providing written notice (email is sufficient) of termination to the other party. Upon such termination, the license granted under Section 2.1 will automatically terminate and you must promptly: (a) cease accessing and using the Service and any information related to the Service; and (b) destroy all information related to the Service in your possession or control. The following sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1, 2.2, 3-15 and Exhibit A, Data Processing Addendum.

**13. Severability.** If any term, clause, or provision of this Agreement is held invalid or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of this Agreement.

**14. Miscellaneous.** This Agreement (including the Data Processing Addendum), together with CFC's Terms of Use and Privacy Policy (as applicable), constitute the entire agreement between CFC and you regarding your Subscription and use of the Service and the Curriculum. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON WITHOUT

REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN KING COUNTY, WASHINGTON.

**15. Contact.** If you have any questions or concerns regarding the Service or this Agreement, please contact CFC by email at [support@cfchildren.org](mailto:support@cfchildren.org) or by mail or phone at:




**Committee for Children**  
**2815 Second Ave., Suite 400**  
**Seattle, WA 98121**  
**800-634-4449**

**EXHIBIT A TO**  
**SECOND STEP® K-8 DIGITAL CURRICULUM LICENSE AGREEMENT**  
**DATA PROCESSING ADDENDUM**

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# Privacy Policy

Last Updated: June 2013

This privacy policy ("**Privacy Policy**") explains how information about you is collected, used, and disclosed by Committee for Children ("**CFC**," "**we**," or "**us**"). This Privacy Policy applies to information we collect when you use our websites, mobile applications, and other online products and services (collectively, the "**Services**"), when you interact with us on third-party sites where we have an official presence, or when you otherwise interact with us.

We may change this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of this Privacy Policy. In some cases, we may provide you with additional notice, such as adding a statement to the homepages of our websites or sending you an email notification. We encourage you to review this Privacy Policy whenever you access our Services to stay informed about our information practices and the ways you can help protect your privacy.

## What Information Do We Collect?

### Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you create an account, participate in interactive features of our Services, fill out a form, make a purchase or a donation, apply for a job, communicate with us via a third party social media site, subscribe to our newsletter, sign up for a contest or sweepstakes, request customer support, or otherwise communicate with us. The types of information we may collect include your name, email address, mailing address, phone number, payment information, job title, information about your school or organization, and any other information you choose to provide.

## Information We Collect Automatically When You Use Our Services

When you access or use our Services, we automatically collect information about you, including:

- **Log Information:** We log information about your use of our Services, such as your Internet Protocol ("IP") address, the type of browser you use, the address of a referring website, and your activity with our Services.
- **Device Information:** We collect information about the computer or device you use to access our Services, including the operating system and version, and network information.
- **Information Collected by Cookies and Other Tracking Technologies:** We use various technologies to collect information, and this may include sending cookies to your computer or device. Cookies are small data files that are stored on your hard drive or in device memory that help us recognize users who have visited the Services previously and retain certain information, such as customer preferences and history. We also may collect information using web beacons (also called "tracking pixels"). Web beacons are electronic images that may be used in our Services or emails to help deliver cookies, count visits, understand usage and campaign effectiveness, and determine whether an email has been opened and acted upon. For more information about cookies and how to disable them, please see "Your Choices" below.

## Information We Collect from Other Sources

We may also obtain information from other sources, such as mailing list providers, and combine that information with information we collect through our Services.

## How Do We Use the Information We Collect?

We may use information about you for various purposes, including to:

- Provide, maintain, and improve our Services;
- Provide and deliver information, products, or services you request, process your donations, and send your related information, such as confirmations and invoices;
- Send you technical notices, updates, security alerts, and support and administrative messages;
- Respond to your comments, questions, and requests (such as your copyright permission requests) and provide customer service;
- Communicate with you about products or services offered by CFC and others, and provide other information and news we think will be of interest to you;
- Monitor and analyze trends, usage, and activities in connection with our Services
- Process and deliver contest or sweepstakes entries or prizes; and
- Carry out any other purpose for which the information was collected.

CFC is based in the United States, and the information we collect is governed by US law. By accessing or using our Services or otherwise providing information to us, you consent to the processing and transfer of information in and to the US and other countries.

## **What Information Do We Share with Third Parties?**

We may share information about you as follows or as otherwise described in this Privacy Policy:

- With vendors, consultants, and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information if we believe disclosure is in accordance with any applicable law, regulation, or legal process, or as otherwise required by any applicable law, rule, or regulation;
- If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property, and safety of CFC and others;
- In connection with, or during negotiations of, any merger, sale of organizational assets, acquisition of all or part of our business to another organization, reorganization, or in any other situation where your information may be transferred as one of the assets of CFC; and
- With your consent or at your direction.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

## **How Do Our Services Interact with Third Party Services?**

### **Social Sharing Features**

Our Services may offer social sharing features and other integrated tools (such as the Facebook "Like" button), which let you share actions you take on our Services with other media, and vice versa. The use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the entity providing the social sharing feature. For more information about the purpose and scope of data collection and processing in connection with social sharing features, please visit the privacy policies of the entities that provide these features.

### **Advertising and Analytic Services Provided by Others**

We may allow others to provide analytics services on our behalf or serve advertisements across the Internet. These entities may use cookies, web beacons, and other technologies to collect information about your use of our Services and other websites, including your IP address, web browser, pages viewed, time spent on pages, links clicked, and conversion information. This information may be used to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on other websites, and better understand your activity with respect to our Services. For more information about interest-based advertisements, or to opt out of having your web browsing information used for advertising purposes, please visit [www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp) and [www.aboutads.info/choices](http://www.aboutads.info/choices).

## What Steps Do We Take to Protect Your Information?

We take reasonable measures to help protect information about you from loss, theft, misuse, and unauthorized access, disclosure, alteration, or destruction.

## Your Choices

### Account Information

You may update, correct, or delete information about you at any time by logging into your online account, [emailing us](#) or contacting us by mail at the address provided below. If you wish to deactivate your account, please [email us](#), but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period.

### Cookies

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Removing or rejecting browser cookies does not necessarily affect third party flash cookies used in connection with our Services. You may visit [www.adobe.com/products/flashplayer/security](http://www.adobe.com/products/flashplayer/security) for more information about deleting or disabling flash cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

### Promotional Communications

You may "opt out" of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

# How Can You Get Additional Information?




If you have any questions or comments about this Privacy Policy, please email us through our website, or contact us by mail at

**Committee for Children**  
**2815 Second Ave., Suite 400**  
**Seattle, WA 98121**

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## Terms of Use

Last Updated: November 2017

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE SERVICES.

These Terms of Use (these "**Terms**") apply when you access or use the [www.secondstep.org](https://www.secondstep.org) website, the [www.cfchildren.org](https://www.cfchildren.org) website, the [www.mindyeti.com](https://www.mindyeti.com) website, the [www.earlyopenoften.org](https://www.earlyopenoften.org) website, the [www.abiertoyamenuedo.org](https://www.abiertoyamenuedo.org) website, or the Mind Yeti mobile application (collectively, the "**Services**") provided by Committee for Children ("**Committee for Children**" or "**CFC**"). These Terms do not change the terms or conditions of any other agreement you may have with CFC for products, services, or otherwise, including, without limitation, the Second Step Kit License Agreement, the Second Step Middle School License Agreement, and the Mind Yeti for Schools License Agreement. If you are using the Services on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on the entity's behalf, and that the entity agrees to be responsible to CFC if you violate these Terms.

## Changes to These Terms

CFC reserves the right to change these Terms at any time and at its sole discretion. If CFC makes changes to these Terms, it will provide notice of such changes, such as by sending you an email, by providing notice through the Services, or by updating the "Last updated" date at the top of these Terms. Your continued use of this Site following the posting of changes will confirm that you accept the changed Terms. CFC encourages you to review the Terms regularly to ensure that you understand the terms and conditions that apply to your use of the Services. If you do not agree to the changed Terms, you must stop using the Services.

# Privacy Policy

Please refer to the CFC Privacy Policy for information about how CFC collects, uses, and discloses information about users of the Services.

## Accounts

To access certain areas and features of the Services, you must register for an account using the activation key provided to you by CFC. If you register an account, you will (a) provide accurate, truthful, current, and complete account information; (b) maintain and promptly update your account information to keep it accurate, current, and complete; (c) maintain the security of your account; (d) promptly notify CFC if you discover or otherwise suspect any security breaches related to the Services; and (e) accept all risks of unauthorized access to your account information and any other information you provide to CFC.

## Copyright and Limited License

Unless otherwise indicated, the Services and all content and other materials in the Services, including, without limitation, the Committee for Children logo, Second Step logo, Mind Yeti logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "**CFC Materials**") are the proprietary property of CFC or its licensors and are protected by United States and international copyright laws.

Notwithstanding any agreement you may have with CFC that includes broader license rights to the Services or any CFC Materials therein, you are granted a limited, non-exclusive, non-sublicensable, revocable license to (i) access and use the Services, (ii) download CFC Materials that are expressly provided through the Services for download, and (iii) electronically copy (except where prohibited without a license) and print to hard copy parts of the CFC Materials, but in each instance solely for your informational, noncommercial, and personal use or otherwise in accordance with a written agreement between you and CFC. This license is subject to these Terms and, except as expressly permitted on the Services or under a separate written agreement between you and CFC, you do NOT have the right to do any of the following: (a) sell, resell, or commercially use the Services or the CFC Materials; (b) distribute, publicly perform, or publicly display any part of the CFC Materials; (c) publish or reproduce any part of the CFC Materials on the Internet or any external websites, networks, or servers; (d) modify or otherwise make any derivative uses of any part of the Services or the CFC Materials; (e) use any data mining, robots, or similar data gathering or extraction methods; (f) download (other than via page caching) any part of the Services or the CFC Materials that are not expressly provided by CFC for download; or (g) use any part of the Services or the CFC Materials for anything other than for their intended purposes. You will not obscure any copyright notices or other legends or notices appearing on any<sub>90</sub> part of the CFC Materials and will ensure that all permitted copies of the CFC Materials contain

the same copyright notice and other legends or notices that appear on the copies provided by CFC or as otherwise may be instructed by CFC. Any use of the Services or the CFC Materials other than as specifically authorized by these Terms or in writing by CFC is strictly prohibited and will terminate your license to the Services and the CFC Materials. Such unauthorized use also may violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

## Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("**DMCA**") and other applicable law, CFC has adopted a policy of terminating, in appropriate circumstances and at CFC's sole discretion, accounts of account holders who are deemed to be repeat infringers. CFC also may, at its sole discretion, limit access to the Services and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## Copyright Complaints

If you believe that anything in the Services infringes on any copyright you own or control, you may file a notification with CFC's Designated Agent as set forth below:

Agent Designated to Receive Notification of Claimed Infringement: **Mary Brodd**

Address to Send Notification: **2815 Second Avenue, Suite 400, Seattle, WA 98121**

Telephone Number of Designated Agent: **206-438-6318**

Email Address of Designated Agent: [mbrodd@cfchildren.org](mailto:mbrodd@cfchildren.org)

Please see [17 U.S.C. § 512\(c\)\(3\)](#) for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by CFC or the alleged infringer as the result of CFC relying on such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

## Trademarks

"Committee for Children," "Second Step," the CFC logos, and any other CFC product or service name or slogan contained in the Services are trademarks of CFC and its licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of CFC or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Committee for Children" or any other name, trademark, or product or service name of CFC without CFC's prior written permission. In addition, the look and feel of the Services, including all

page headers, custom graphics, button icons and scripts, is the service mark, trademark, or trade dress of CFC and may not be copied, imitated, or used, in whole or in part, without CFC's prior written permission. All other trademarks, registered trademarks, product names, and names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by CFC.

## Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the home page of the Services for noncommercial purposes, provided that (a) such link does not portray CFC in a false, misleading, derogatory, or otherwise defamatory manner, and (b) the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. You may not use any CFC logo or other proprietary graphic of CFC to link to the Services without CFC's express written permission. You may not, without CFC's express written permission, use, frame, or utilize framing techniques to enclose CFC's trademark, logo, or other proprietary information, including the images found in the Services, the content of any text, or the layout or design of any page or form contained on a page of the Services.

CFC makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of any third-party websites accessible via hyperlink or linking to the Services. These websites are not under the control of CFC, and CFC is not responsible for any embedded content or the contents of these websites, or any changes or updates to these websites. CFC and its users may provide these links to you as a convenience, and the inclusion of any link does not imply any affiliation, endorsement, or adoption by CFC of any site or any information contained therein. When you visit other websites via links or embedded content, you should understand that these Terms no longer govern and that the terms and policies of those third party websites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services.

## Third Party Products and Services

CFC may provide information about or links to third-party products or services. CFC does not control, endorse, or adopt any third party information in the Services and makes no representation or warranties of any kind regarding third-party information in the Services, including, without limitation, regarding its accuracy or completeness. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties, or representations associated with these dealings, correspondence, or promotions, are solely between you and such third party. CFC is not responsible or liable for any loss or damage of any

sort incurred as the result of any such dealings, correspondence, or promotions, or any third-party information in the Services. You may "opt out" of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

## No Unlawful or Prohibited Use

As a condition of your use of the Services, you warrant to CFC that you will not use the Services for any purpose that is unlawful or prohibited by these Terms, any notices, policies, or guidelines contained within the Services, or any other agreement you may have with CFC. You may not use the Services in any manner that could damage, disable, overburden, or impair the functioning of the Services or could interfere with, disrupt, negatively affect, or inhibit any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

## Permitted Use of the Services

The Services may contain interactive areas or services ("**Interactive Areas**"), such as discussion forums, blogs, private messages, emails, or other interactive features or areas in which you or other users can create, post, transmit, or store content, including, without limitation, text, music, sound, photos, images, video, graphics, code, and other items or materials (collectively, "**User Content**"). User Content posted on Interactive Areas may be publicly viewable to others. You are solely responsible for your User Content and for your use of Interactive Areas, which you use at your own risk. You will use Interactive Areas only to post, send, and receive messages and material that are proper and related to the Interactive Areas.

You will not post, upload to, transmit, distribute, store, create, or otherwise publish through the Services any of the following:

- User Content that would constitute, encourage, or provide instructions for a criminal offense, violate the legal rights of any party, or otherwise create liability, or violate any local, state, national, or international law;
- User Content that is unlawful, libelous, indecent, inappropriate, profane, defamatory, infringing, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or otherwise objectionable;
- User Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;

- Files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents;
- Viruses, corrupted files, or other harmful, disruptive, or destructive files; Unsolicited promotions, political campaigning, advertising, or solicitations, unless the applicable Interactive Areas specifically allow such messages;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and payment card information; or
- User Content that, in the sole judgment of CFC, is objectionable or restricts or inhibits any other person from using or enjoying the Services, or may expose CFC or CFC's users to any harm or liability.

You are solely responsible for your conduct while accessing or using the Services and will not violate any law, contract, intellectual property, or other third-party right, or commit any tort in connection with your access to or use of the Services. You will abide by these Terms and will not do any of the following in connection with the Services or its users:

- Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, surveys, contests, pyramid schemes, or chain letters;
- Download any file posted by another user of the Services that you know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or inhibit any other user from using and enjoying any Interactive Areas;
- Engage in any harassing, intimidating, predatory, or stalking conduct;
- Use or attempt to use any account you are not authorized to use;
- Harvest or otherwise collect information about others, including user names, e-mail addresses, or other contact information, without their consent or for the purpose of sending spam or other commercial messages;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by CFC to access the Services or to extract data;
- Attempt to circumvent any content filtering techniques CFC employs, or attempt to access any service or area of the Services that you are not authorized to access;
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services (except as otherwise expressly permitted by law);
- Attempt to indicate in any manner that you have a relationship with CFC or that CFC has endorsed you or any products or services for any purpose;

- Develop any third-party applications that interact with User Content and the Services without CFC's prior written permission; or
- Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms or any code of conduct or other guidelines that apply to the Interactive Areas.

CFC takes no responsibility and assumes no liability for (a) any User Content posted, stored, or uploaded by you or any third party; (b) any associated loss or damage; (c) any user conduct; or (d) any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. Your use of Interactive Areas is at your own risk. These Terms do not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules. As a provider of interactive services, CFC is not liable for any statements, representations, or User Content provided by its users in any public forum, personal home page, or other Interactive Areas. Although CFC has no obligation to screen, edit, or monitor any of the Content posted in any Interactive Areas, CFC reserves the right, and has absolute discretion, to remove, screen, or edit any User Content posted or stored through the Services at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store through the Services at your sole cost and expense. Any use of the Interactive Areas or other parts of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination, or suspension of your rights to use the Services.

## **Rights in User Content**

By submitting or posting User Content to the Services, you hereby grant CFC a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content throughout the world in any media on or in connection with the Services and the promotion of the Services or CFC's products and services, including, without limitation, the right to use your name, likeness, voice, or identity. You grant CFC and its sublicensees the right to use the name, location, and other information that you submit in connection with such User Content. The use of your or other users' name, likeness, voice, or identity in connection with various features in connection with the Services does not imply any endorsement of such feature or of the Services unless explicitly stated otherwise. You represent and warrant that (a) the User Content is not confidential; (b) you own and control all of the rights to the User Content that you post, or otherwise have the right to post such User Content to the Services; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the use and posting of the User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

## Submissions

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original, or creative materials or other information about CFC, the Services, or CFC's products or services (collectively, "**Submissions**"). Submissions, whether posted to the Services or provided to CFC by email or otherwise, are nonconfidential and shall become the sole property of CFC. CFC shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY CFC, THE SERVICES AND CFC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. CFC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES AND THE CFC MATERIALS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY CFC, CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ANY CONTENT CONTAINED THEREIN IS ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IT IS YOUR RESPONSIBILITY TO USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

## Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ITS INDEPENDENT CONTRACTORS, SUPPLIERS, AND CONSULTANTS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, and AGENTS (COLLECTIVELY, THE "**CFC PARTIES**") BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES OR THE CONTENT CONTAINED THEREIN, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM CFC OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF INFORMATION, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION. OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SERVICES OR CFC'S RECORDS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE,

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EVEN IF ANY OF THE CFC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

## **Indemnification**

You will defend, indemnify, and hold harmless the CFC Parties from and against any third party claims, damages of any kind, costs, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to (a) your use of the Services, (b) your conduct in connection with the Services, (c) any User Content or Submissions you provide, (d) your violation of these Terms, and (e) your violation of the rights of another.

## **Termination; Modification to the Services**

CFC reserves the right, without notice and in its sole discretion, to terminate your license to use the Services and to block or prevent your future access to and use of the Services. CFC reserves the right to modify or discontinue, temporarily or permanently, the Services, or any features or parts thereof, without prior notice, and disclaims all liability for any modification, suspension, or discontinuance of the Services, or any part thereof.

## **Governing Law and Venue**

To the maximum extent permitted by law, these Terms are governed by, and will construed in accordance with and enforced by, the laws of the State of Washington, USA, without regard for its choice of law provisions. You hereby consent to the exclusive jurisdiction and venue of courts in King County, Washington, USA in all disputes arising out of or relating to the use of the Services. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms (including this paragraph).

## **No Waiver**

Enforcement of these Terms is solely at CFC's discretion, and failure to enforce any part of these Terms in some instances does not constitute a waiver of CFC's right to enforce the same or other part of these Terms in other instances.

## **Severability**

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, without limitation, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

## Questions or Comments

Questions or comments about the Services may be directed to CFC by [email](#) or by mail at:

**Committee for Children**  
**2815 Second Avenue, Suite 400**  
**Seattle WA, 98121**

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# Exhibit A to Second Step® K-8 Digital Curriculum License Agreement - Data Processing Addendum

Last Updated: March 2021

*Applies if first use is on or after March 15, 2021*

This Data Processing Addendum ("**Addendum**") supplements the Second Step® K-8 Digital Curriculum License Agreement (the "**Agreement**"), between You ("**Customer**") and Committee for Children ("**CFC**"), is effective as of the date You begin to implement use of the Services and Curriculum as defined in the Agreement (the "**Effective Date**"), and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this Addendum and the Agreement, this Addendum will govern. Customer and CFC agree as follows:

**1. Personal Information.** In connection with providing the Service and the Curriculum under the Agreement, CFC will be Processing Personal Information on behalf of Customer. "**Personal Information**" means information that relates, directly or indirectly, to an identified or identifiable person (a "**Data Subject**"), which may include names, email addresses, postal addresses, or online identifiers, that Customer provides or submits in connection with the Agreement. For the avoidance of doubt "**Personal Information**" includes all information that falls under the definition of "**Personally Identifiable Information**" as that term is defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. §1232, 34 C.F.R. Part 99 ("**FERPA**"). As between Customer and CFC, all Personal Information is the sole and exclusive property of Customer.

**2. CFC and Customer Responsibilities.** The parties acknowledge and agree that: (a) CFC is a processor and/or service provider, as applicable, with respect to Personal Information under Applicable Law (defined below); (b) Customer is a controller and/or business with respect to Personal Information under Applicable Law; and (c) each party will comply with the obligations applicable to it under Applicable Law with respect to the Processing of Personal Information.

**3. CFC Responsibilities. "Process" or "Processing"** means any operation or set of operations which is performed on Personal Information, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Personal Information. As a part of providing the Curriculum and the Service under the Agreement, CFC will:

- (a) Process Personal Information solely in accordance with Customer's documented instructions, including as contained within the Agreement and as necessary to provide the Curriculum and the Service. Without limiting the foregoing, CFC will not: (i) collect, retain, use, or disclose Personal Information for any purpose other than as necessary for the specific purpose of performing the Service and providing the Curriculum, or as described in the Agreement, including use of the Personal Information for a commercial purpose other than providing the Service and the Curriculum; and (ii) sell the Personal Information;
- (b) Process Personal Information in accordance with laws, rules, and regulations that apply to CFC's provision of the Service and the Curriculum under the Agreement, including, as applicable, the California Consumer Privacy Act ("**CCPA**"), FERPA, the Children's Internet Protection Act, Pub. L. 106-554 (the "**CIPA**"), the Protection of Pupil Rights Amendment Act, 20 U.S.C. §1232h, 34 C.F.R. Part 98 (the "**PPRA**"), and Washington's Public Records Act (the "**PRA**"), Chapter 42.56 RCW (collectively, "**Applicable Law**");
- (c) not disclose Personal Information to any third party without first, except to the extent prohibited by Applicable Law, (i) notifying Customer of the anticipated disclosure (so as to provide Customer the opportunity to oppose the disclosure and obtain a protective order or seek other relief); (ii) obtaining Customer's prior consent to the disclosure; or (iii) imposing contractual obligations on the third party recipient that are at least reasonably equivalent to those obligations imposed on CFC under this Addendum;
- (d) amend, correct, or erase Personal Information at Customer's reasonable written request and provide a means for Customer to update and make accurate Personal Information Processed by CFC;
- (e) notify Customer of any third party request (by a Data Subject or otherwise) to (i) restrict the Processing of Personal Information; (ii) port Personal Information to a third party; or (iii) access, rectify, or erase Personal Information. CFC will use commercially reasonable efforts to assist Customer, at Customer's reasonable written request and expense, in complying with Customer's obligations to respond to requests and complaints directed to Customer with respect to Personal Information Processed by CFC;

(f) ensure that CFC personnel Processing Personal Information are subject to obligations of confidentiality; and

(g) keep Personal Information logically distinct from other information of CFC or its personnel, suppliers, customers or other third parties.

CFC will use commercially reasonable efforts to inform Customer if CFC becomes aware or reasonably suspects that Customer's instructions regarding the Processing of Personal Information may breach any Applicable Law.

**4. CFC's Processing of Education Records.** With respect to CFC's Processing of Personal Information contained within Education Records (as defined within FERPA), CFC agrees that in performing its obligations under this Addendum, (1) CFC is acting as a "School Official," as that term is used in FERPA, by providing, developing, or evaluating educational products or services to Customer and Customer's students as described in the Agreement. Without limiting the generality of the foregoing, CFC will comply with applicable obligations related to education records and Personal Information, and will use the educational records and Personal Information of Customer's students only to the extent necessary to fulfill the specific purpose of this Addendum and the Agreement. CFC is under the direct control of Customer with respect to the use and maintenance of education records including, but not limited to, 34 C.F.R. §99.33, when using and re-disclosing Personal Information. CFC shall at all times reasonably comply with relevant policies or procedures of Customer relating to FERPA, privacy, minors, the protection of data, and the like, to the extent that such policies or procedures are not inconsistent with this Addendum, including, but not limited to, Customer's privacy statements.

(a) *Production of Education Records.* During the Term, CFC shall after its receipt of a written request from Customer, produce to Customer any data, whether electronic or hard copy, that is in the possession of CFC and that constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if the requested record(s) is/are also in the possession of Customer.

(b) *Return of Education Records.* Unless CFC obtains Customer's written consent to the contrary, then reasonably promptly after the expiration of the Term or sooner termination of the Agreement, CFC shall return to Customer all data in its possession, whether electronic or hard copy, that contains or constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if CFC has no such data; or (b) the Customer already has access to such data and that such access shall continue indefinitely.

(c) *Destruction of Education Records.* During the Term, CFC shall not destroy any record that constitutes or contains Personal Information or an education record. After the expiration or sooner termination of the Agreement, CFC shall not destroy any record that constitutes or contains Personal Information or an education record of a student of Customer under FERPA without providing advance written notice to Customer.

(d) *Retention of Education Records.* After the expiration or sooner termination of the Agreement, CFC may retain data obtained as a result of this Addendum and the Agreement to the extent required to comply with applicable law or CFC's recordkeeping policies, or such data that is fully "de-identified," which, for the purpose of this Addendum, means that it has been stripped of all direct and indirect student identifiers and does not constitute "Personally Identifiable Information" under FERPA.

**5. Subcontractors.** CFC will not engage another processor to process Customer's Personal Information without authorization from Customer, which Customer hereby provides. Customer hereby provides its general written authorization for CFC's use of subcontractors to Process Personal Information on behalf of Customer.

**6. Security Safeguards.** CFC will use commercially reasonable efforts to implement and maintain appropriate technical and organizational measures consistent with industry standards to protect and ensure the confidentiality, integrity, and availability of Personal Information.

**7. Security Breach.** If CFC becomes aware of any actual Security Breach (defined below), CFC will take commercially reasonable efforts to, without undue delay: (a) notify Customer of the Security Breach and any third-party legal processes relating to the Security Breach; and (b) help Customer investigate, remediate, and take any action required under Applicable Law regarding the Security Breach. "Security Breach" means any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of Personal Information under CFC's possession or control. The obligations in this Section do not apply to incidents that are caused by Customer or Customer's personnel or Authorized Users.




**8. Return or Destruction of Personal Information.** Upon written request by Customer or when CFC no longer is required to Process Personal Information to fulfill its obligations under the Agreement, CFC will use commercially reasonable efforts to (a) cease all use of Personal Information; and (b) return all Personal Information to Customer or, at Customer's option, destroy all Personal Information and all copies thereof, except to the extent that CFC is required under Applicable Law to keep a copy of Personal Information for a specified period of time.

**9. Disclaimer.** CFC makes no representation or warranty that this addendum is legally sufficient to meet Customer's needs under applicable law, including the CCPA, FERPA, CIPA, PPRA and PRA. CFC expressly disclaims all representations or warranties, whether express, implied, statutory, through a course of dealing, or otherwise that this addendum will comply with or satisfy any of Customer's obligations under applicable law. Customer fully understands that it is solely responsible for complying with all of its obligations imposed by applicable law. The parties agree that there will be no presumption that any ambiguities in this addendum will be construed or interpreted against the drafter.

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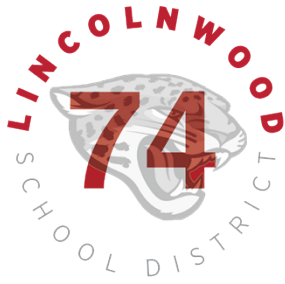
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## Executive Summary Board of Education Meeting

DATE: June 3, 2021

TOPIC: AT&T Business Local Calling Plan for 2021-2022

PREPARED BY: Christopher Edman

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The District's Business Local Calling Plan with AT&T is up for a twelve month renewal.

District Legal Counsel has reviewed the Service Agreement and Contract and found it acceptable while noting that it is effectively identical to the terms approved in previous years. Legal Counsel previously noted that the Agreement contains a mandatory arbitration clause, which AT&T is unwilling to negotiate on. As this is typical of standard telephone service agreements and has been a part of previous contracts between the District and AT&T, Legal Counsel did not view its inclusion as problematic.

### **Fiscal Impact:**

\$65 per month per line

The District paid \$65 per month per line in 2020-21 with AT&T

### **Recommendation:**

The Finance Committee concurs to recommend to the Board of Education to approve this Agreement from AT&T for Business Local Calling Services in the amount of \$65 monthly per line from August 2021 to August 2022.



**AT&T BUSINESS LOCAL CALLING  
ILEC Confirmation Of Service Order  
Provided Pursuant to Standard Service Publication Rates and Terms**

<b>Customer</b>	<b>AT&amp;T</b>
Lincolnwood School District 74 Street Address: 6950 N East Prairie Rd City: Lincolnwood State/Province: IL Zip Code: 60712 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Christopher Edman Title: Director of Technology Street Address: 6950 N East Prairie Rd City: Lincolnwood State/Province: IL Zip Code: 60712 Country: USA Telephone: 847 675 8234 Fax: Email: cedman@sd74.org Customer Account Number or Master Account Number: 847 329-7999 057	Name: Joan Lechocki Street Address: 1000 Commerce Drive City: Oak Brook State/Province: IL Zip Code: 60523 Country: USA Telephone: 708 240-7507 Fax: 770 346-3295 Email: <a href="mailto:jt2125@att.com">jt2125@att.com</a> Sales/Branch Manager: Ryan Addison SCVP Name: Pamela Osborne Sales Strata: LED Sales Region: <b>East</b> <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name:            Company Name: Agent Street Address:            City:            State:            Zip Code: Telephone:            Fax:            Email:            Agent Code	

Customer agrees to purchase the Service identified below in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE STATE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. "Service Publication" means a Tariff, Guidebook or Service Guide. The Service is not assignable or otherwise transferable, nor may it be assumed in any manner, unless otherwise required by law or regulation.

The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication in any way. In the event a Service Publication term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The applicable AT&T Service Publication(s) for each state are identified in Attachment A.

The Effective Date of this CSO is the date signed by the last party.

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

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

**AT&T BUSINESS LOCAL CALLING  
ILEC Confirmation of Service Order**

**1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION**

**1.1 Service and Service Provider**

<b>Business Package ("Service")</b>	<b>Service Providing Affiliate(s) and Service Publication(s), as applicable</b>
AT&T Business Local Calling ("BLC")	Listed in Attachment A

**1.2 Service Description - Available Line Option Package(s); Service Components**

Identified for the Service in applicable Service Publication(s)
---

**1.3 Eligible Billing Telephone Numbers (BTNs)**

See Attachment B
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**2. TERM and EFFECTIVE DATES**

<b>Term</b>	12 Months
<b>Term Start Date</b>	The next calendar day following initial implementation of Service in the applicable AT&T systems
<b>Effective Date of Rates, Discounts and Billing</b>	Per Billing Telephone Number ("BTN"), on the next calendar day immediately following implementation of applicable Line Option Package in the applicable AT&T systems
<b>Rates Following Termination or Expiration of the Term</b>	Applicable Service Publication rates then in effect

**3. RATES and INITIAL ORDER**

- Monthly Recurring Charge (MRC)
- Non-Recurring Charge (NRC)

**3.1. Monthly Rates** - Rates in this section 3.1 are stabilized until the end of the Term.

<b>State(s)</b>	<b>Line Option Packages</b>	<b>MRC Per BLC Line</b>
AL, CA, FL, GA, NV	Unlimited A (Option A)	\$80.00
AR, IL, KY, MI, MO, MS, OH, OK, SC, TN, TX, WI	Unlimited A (Option A)	\$70.00
IN, KS, LA, NC	Unlimited A (Option A)	\$60.00
AL, CA, FL, GA, NV	Unlimited B (Option B)	\$75.00*
AR, IL, KY, MI, MO, MS, OH, OK, SC, TN, TX, WI	Unlimited B (Option B)	\$65.00*
IN, KS, LA, NC	Unlimited B (Option B)	\$55.00*
*BLC Unlimited B Package pricing does not include Standalone Vertical Features as identified in the applicable Service Publication		

**AT&T BUSINESS LOCAL CALLING  
ILEC Confirmation of Service Order**

**3.2. BLC Unlimited A and B (Standalone Vertical Features) - MRC**

Each Standalone Vertical Feature* (as identified in the applicable Service Publication)	MRC
Per BLC line	As per applicable Service Publication
* if vertical feature is not part of Line Option Package	

**3.3 BLC Unlimited A and B NRC Waivers**

Each Standalone Vertical Feature (as identified in the applicable Service Publication)	NRC
Per BLC line	All NRCs are waived, except any NRCs associated with Standalone Vertical Features added after the initial access line order, as per applicable Service Publication

**3.4 Quantity Commitment**

Description	Quantity Commitment
Only BLC access lines associated with a BTN listed in Attachment B or a BTN added to the Service by Customer during the Term contribute to the Quantity Commitment.	<b>14</b>

**4. EARLY TERMINATION CHARGE**

If Customer terminates the CSO before the expiration of the Term, Customer will pay the Early Termination Charge below, subject to the exceptions described herein.

Service Components	State(s)	Applicable Rate Applied for Calculation of Early Termination Charges
BLC access lines subject to Quantity Commitment	AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI, AL, FL, GA, KY, LA, MS, NC, SC, TN	\$15.00
<b>Main BTN: 847 329 7999 057</b>		<b>State of Main BTN: (ex: IL) IL</b>
Early Termination Charge = (Rate for Early Termination Charges) x (Initial Quantity Commitment) x (number of months remaining in Term)		

The termination charges above may not apply if:

- (i) Customer concurrently converts to another AT&T access and local usage plan with a term equal to or greater than the time left on the Business Local Calling Plan.
- (ii) Customer concurrently converts to an upgraded technology with AT&T and commits to a term equal to or greater than the time remaining on the Business Local Calling term plan. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this clause.
- (iii) Customer terminates this agreement and executes a new Business Local Calling agreement with a term period greater than the time remaining on the existing Business Local Calling agreement. The new service agreement will be based on the term plan rates in effect at the time of establishing the new agreement.

**5. GENERAL PROVISIONS**

- Additional BLC access lines under a BLC account may be ordered during the Term.
- BLC access lines subscribed to under a Line Option Package may not be placed on Customer-initiated temporary suspension.

**Attachments A and B follow**

**AT&T BUSINESS LOCAL CALLING  
ILEC Confirmation of Service Order**

**ATTACHMENT A**

**AT&T ILEC SERVICE PROVIDING AFFILIATES and SERVICE PUBLICATION(S), AS APPLICABLE**

Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
<b>AT&amp;T Alabama</b>	AT&T Alabama Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/al/product_line.htm">http://cpr.att.com/pdf/al/product_line.htm</a>
<b>AT&amp;T Arkansas</b>	AT&T Arkansas Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/ar/index.html">http://cpr.att.com/guidebook/ar/index.html</a>
<b>AT&amp;T California</b>	AT&T California Guidebook, including Part 4, Sec. 5 and Part 8, Sec. 8 AT&T California Out of Territory Guidebook, incl. Part 4, Sec. 5 and Part 8, Sec. 8	<a href="http://cpr.att.com/guidebook/ca/index.html">http://cpr.att.com/guidebook/ca/index.html</a> <a href="http://cpr.att.com/guidebook/cf/index.html">http://cpr.att.com/guidebook/cf/index.html</a>
<b>AT&amp;T Florida</b>	AT&T Florida Guidebooks, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/fl/product_line.htm">http://cpr.att.com/pdf/fl/product_line.htm</a>
<b>AT&amp;T Georgia</b>	AT&T Georgia Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/ga/product_line.htm">http://cpr.att.com/pdf/ga/product_line.htm</a>
<b>AT&amp;T Illinois</b>	AT&T Illinois Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/il/index.html">http://cpr.att.com/guidebook/il/index.html</a>
<b>AT&amp;T Indiana</b>	AT&T Indiana Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/in/index.html">http://cpr.att.com/guidebook/in/index.html</a>
<b>AT&amp;T Kansas</b>	AT&T Kansas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/pdf/ks/index.html">http://cpr.att.com/pdf/ks/index.html</a>
<b>AT&amp;T Kentucky</b>	AT&T Kentucky Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/ky/product_line.htm">http://cpr.att.com/pdf/ky/product_line.htm</a>
<b>AT&amp;T Louisiana</b>	AT&T Louisiana Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/la/product_line.htm">http://cpr.att.com/pdf/la/product_line.htm</a>
<b>AT&amp;T Michigan</b>	AT&T Michigan Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/mu/index.html">http://cpr.att.com/guidebook/mu/index.html</a>
<b>AT&amp;T Mississippi</b>	AT&T Mississippi Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/ms/product_line.htm">http://cpr.att.com/pdf/ms/product_line.htm</a>
<b>AT&amp;T Missouri</b>	AT&T Missouri Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/mo/index.html">http://cpr.att.com/guidebook/mo/index.html</a>
<b>AT&amp;T Nevada</b>	AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8	<a href="http://cpr.att.com/guidebook/nv/index.html">http://cpr.att.com/guidebook/nv/index.html</a>
<b>AT&amp;T North Carolina</b>	AT&T North Carolina Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/nc/product_line.htm">http://cpr.att.com/pdf/nc/product_line.htm</a>
<b>AT&amp;T Ohio</b>	AT&T Ohio Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/oh/index.html">http://cpr.att.com/guidebook/oh/index.html</a>
<b>AT&amp;T Oklahoma</b>	AT&T Oklahoma Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ok/index.html">http://cpr.att.com/guidebook/ok/index.html</a>
<b>AT&amp;T South Carolina</b>	AT&T South Carolina Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/sc/product_line.htm">http://cpr.att.com/pdf/sc/product_line.htm</a>
<b>AT&amp;T Tennessee</b>	AT&T Tennessee Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/tn/product_line.htm">http://cpr.att.com/pdf/tn/product_line.htm</a>
<b>AT&amp;T Texas</b>	AT&T Texas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/tx/index.html">http://cpr.att.com/guidebook/tx/index.html</a>
<b>AT&amp;T Wisconsin</b>	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/wg/index.html">http://cpr.att.com/guidebook/wg/index.html</a>

**AT&T BUSINESS LOCAL CALLING  
ILEC Confirmation of Service Order**

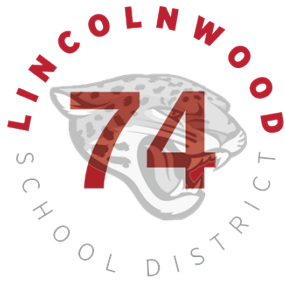
**ATTACHMENT B  
BILLING TELEPHONE NUMBER (BTN) LIST**

(All Lines under each BTN must be subscribed to a Line Option Package.)

<b>Region (MW, SW, W, SE)</b>	<b>State (ex. FL)</b>	<b>10-digit BTN</b>
MW	IL	<b>847 329 7999</b>
MW	IL	<b>847 674 3282</b>
MW	IL	<b>847 674 5458</b>
MW	IL	<b>847 675 4207</b>
MW	IL	<b>847 675 8124</b>

<b>Region (MW, SW, W, SE)</b>	<b>State (ex: FL)</b>	<b>10-Digit BTN</b>
MW	IL	<b>847 674 4831</b>
MW	IL	<b>847 568 0799</b>

If Customer has more than 10 BTNs, list BTNs in the box below.



## Executive Summary Board of Education Meeting

DATE: June 3, 2021

TOPIC: Renewal of Schoology Learning Management System for the 2021-2022 School Year

PREPARED BY: Chris Edman

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

District 74 has used the Schoology Learning Management System since 2015. It is an online tool that manages the communication and workflow between students and staff at Lincoln Hall.

PowerSchool, a leading provider of K-12 education technology solutions, announced on November 25, 2019 the completion of its acquisition of Schoology.

District Legal Counsel has reviewed the agreement and found it acceptable as Schoology is now owned by Powerschool and is covered by the Master Service Agreement and amendment approved and signed earlier this year. The District is also currently working with Powerschool on Student Online Personal Protection Amendment-specific amendment in order to address all aspects of SOPPA compliance.

### **Fiscal Impact:**

\$4,282.95 for 2021-2022

The District paid \$4,079 in 2020-2021 for the Schoology Learning Management System.

### **Recommendation:**

The Finance Committee concurs to recommend to the Board of Education to accept this Agreement from Schoology Learning Management System in the amount of \$4,282.95 from July 1, 2021 to June 30, 2022.

Prepared By: Abhishek Sharma  
 Customer Name: Lincolnwood School District 74  
 Contract Term: 12 Months  
 Start Date: 1-JUL-2021  
 End Date: 30-JUN-2022

Customer Contact: Scott Anderson  
 Title: School Board President  
 Address: 6950 N East Prairie Rd  
 City: Lincolnwood  
 State/Province: Illinois  
 Zip Code: 60712-2520  
 Phone #:

Product Description	Quantity	Unit	Extended Price
<b>Initial Term 1-JUL-2021 - 30-JUN-2022</b>			
<b>License and Subscription Fees</b>			
Schoology LMS Subscription	1.00	Students	USD 4,282.95
License and Subscription Totals:			<b>USD 4,282.95</b>

<b>Quote Total</b>	
<b>Initial Term</b>	<b>1-JUL-2021 - 30-JUN-2022</b>
<b>Initial Term Total</b>	<b>USD 4,282.95</b>

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

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

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <http://www.powerschool.com/msa/>, as may be amended.

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

POWERSCHOOL GROUP LLC

Lincolnwood School District 74

Signature:

Signature:

A handwritten signature in black ink that reads "Eric Shander". The signature is written in a cursive style with a large initial "E".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 23-MAR-2021

Date:

PO Number: \_\_\_\_\_

## AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND POWERSCHOOL GROUP LLC.

This Amendment is entered into as of January 1, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“Customer”) and PowerSchool Group LLC (“PowerSchool”) (collectively, the “Parties”) pursuant to Quote # Q-406892-1, Quote # Q-415112-1, and the PowerSchool Master Services Agreement (“Agreement”) entered into by the Parties as of the same date, and shall continue in force for any extensions of the Agreement or subsequent Quotes or orders, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. PowerSchool shall not materially modify or amend the Master Services Agreement or the Terms of Use (currently located at <https://www.powerschool.com/terms>) during the term of this Agreement or any extension thereof, without providing written notice.

2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the Customer.

3. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions, and venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and PowerSchool hereby submits to the jurisdiction of that court. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement will not be subject to the Uniform Computer Information Transactions Act.

4. **Illinois Student Privacy Laws.** In addition to its obligation to maintain Student Data in accordance with applicable federal laws, PowerSchool shall also maintain all Student Data obtained from Customer in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*). PowerSchool shall promptly notify the Superintendent of Lincolnwood School District No. 74 in the event of a security or privacy breach involving Student Data and respond to any such security or privacy breach according to industry standards; shall indemnify and defend the Customer, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, arising directly and specifically from any security or privacy breach involving Student Data as a result of grossly negligent or intentional acts or omissions of PowerSchool; and shall destroy all Student Data when the Student Data is no longer needed by PowerSchool or upon termination of the Agreement, as requested by Customer in writing.

5. **Insurance**. During the term of this Agreement and any renewal thereof, PowerSchool shall maintain a cyber-liability insurance policy insuring against data breaches. Customer shall be included as an additional insured on such policy.

6. **Authority to Execute**. Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

**WHEREAS**, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT 74  
COOK COUNTY, ILLINOIS**

**POWERSCHOOL GROUP LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## MASTER SERVICES AGREEMENT

Last updated as of January 1, 2020

THIS MASTER SERVICES AGREEMENT GOVERNS CUSTOMER'S USE OF POWERSCHOOL PRODUCT(S) (AS DEFINED BELOW) AND IS AN AGREEMENT BETWEEN CUSTOMER AND THE APPLICABLE POWERSCHOOL CONTRACTING ENTITY SPECIFIED IN SECTION 1 BELOW. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, EITHER BY: (1) EXECUTING A QUOTE THAT REFERENCES THIS AGREEMENT; (2) BY EXECUTING A COPY OF THIS AGREEMENT DIRECTLY; OR (3) ACCESSING THE POWERSCHOOL PRODUCT(S). THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM "CUSTOMER," AS FURTHER DEFINED BELOW, WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE POWERSCHOOL PRODUCT(S).

### 1. DEFINITIONS.

**1.1 "Account Country"** is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer's account, then Customer's Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer's Account Country is the country where the Customer billing address is located.

**1.2 "Agreement"** means this Master Services Agreement and all referenced exhibits.

**1.3 "Customer"** means the school, school district or other entity obtaining subscription access to PowerSchool's Subscriptions Services, licenses a Licensed Product(s), or purchases PowerSchool Services.

**1.4 "De-identified Data"** means data originally derived from Customer data where personally identifiable information and other similar attributes about such data have been removed so that no individual identification can be made.

**1.5 "Documentation"** means all written user information, whether in electronic, printed or other format, delivered or made available to Customer by PowerSchool with respect to PowerSchool Product(s), now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain, or otherwise relate to PowerSchool Product(s).

**1.6 "Embedded Applications"** means software developed by third parties that resides within the

software developed by PowerSchool as part of the PowerSchool Product(s) and performs a very specific set of functions, pursuant to [Exhibit E \(Product Specific Terms\)](#).

**1.7 "Hosting Services"** means the hosting of the Customer's PowerSchool Product(s) and Third Party Software by PowerSchool or its hosting providers from a server farm that is comprised of application, data and remote access servers used to store and run the PowerSchool Product(s) and Third Party Software, including associated offline components, as further detailed in [Exhibit C \(Hosting Services Policy\)](#).

**1.8 "Intellectual Property Rights"** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

**1.9 "Licensed Product(s)"** means all software (including Embedded Applications) provided by PowerSchool to Customer via an on-premise license and subsequent versions provided under Support Services and all related Documentation provided to Licensee pursuant to this Agreement, now or in the future; provided, however, that Licensed Product(s) will not include any Third Party Software.

**1.10 "Licensed Site(s)"** means the internet address of the web-based, PowerSchool

Product(s) whether hosted as a SaaS solution or hosted on-premise by the Customer or their third party vendor listed on a PowerSchool Quote.

**1.11** “*Licensee*” means the school, school district or other entity licensing a Licensed Product(s) for an on-premise usage.

**1.12** “*Parties*” means the PowerSchool Contracting Entity and the Customer of the PowerSchool Product(s).

**1.13** “*PowerSchool Contracting Entity*” “PowerSchool” means the entity identified in the table below, based on your Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive, Folsom, CA 95630
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630
Any other country that is not Canada or the United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630

**1.14** “*PowerSchool Product(s)*” means any Licensed Product(s), Subscription Service(s), or other product or Services provided to Customer and described on a Quote

**1.15** “*Professional Services*” means the services which may be further discussed and described through a Statement of Work or Quote, pursuant to [Exhibit B \(Professional Services Policy\)](#) of this Agreement.

**1.16** “*Provincial Reporting Code (or PRC)*” means PowerSchool Product(s) that may be available only to Canadian-based Customers to assist Customer in meeting specific provincial reporting requirements and that is designated as Provincial Reporting Code by PowerSchool.

**1.17** “*Quote*” means PowerSchool’s standard order form that (i) specifies the PowerSchool Product(s) and other Services provided to Customer; (ii) references this Agreement; and (iii) is signed or incorporated to a signed agreement by authorized representatives of both Parties and deemed incorporated into the Agreement.

**1.18** “*SaaS*” means the acronym for the phrase “software as a service”.

**1.19** “*Services*” means any combination

of the following: a) Support Services, b) Hosting Services, and/or c) Professional Services.

**1.20** “*Subscription Service(s)*” means all SaaS software (including Embedded Applications) and subsequent versions provided under Support Services and all related Documentation provided to Customer pursuant to this Agreement, now or in the future; provided, however, that Subscription Services will not include any Third Party Software.

**1.21** “*Support Services*” is defined in [Exhibit A \(Support Policy\)](#).

**1.22** “*State Reporting Code (or SRC)*” means PowerSchool Product(s) that may be available to Customer to assist Customer in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

**1.23** “*Statement of Work*” or “*SOW*” means any Professional Services project made between the Parties which references and incorporates the terms of this Agreement, and sets out the details of a particular project, including, without limitation, any applicable (i) methodologies; (ii) project responsibilities; or (iii) estimated or actual pricing.

**1.24** “*Term*” means the duration of the Agreement as described in section 11.1.

**1.25** “*Third Party Software*” means software products supplied or developed for a particular purpose by someone other than the PowerSchool Contracting Entity and is not licensed by PowerSchool. Third Party Software will not include Embedded Applications as defined herein. For clarity, PowerSchool licenses the Embedded Applications to Customer as part of Subscription Services and Licensed Products, whereas PowerSchool is not the licensor of Third Party Software.

**1.26** “*Transaction Data*” mean system usage information of a user who progresses through the applications and functions of a PowerSchool Licensed Product and other third party systems to which the user authorizes.

**1.27** “*User(s)*” means individuals authorized by the Customer who access and utilize PowerSchool Product(s). Users will include authorized representatives of the Customer, teachers, students, parents and/or student guardian(s), and applicants as applicable to the respective PowerSchool Product(s).

**2. POWERSCHOOL PRODUCT SUBSCRIPTION.** The type of subscription or license grant applicable to Customer will be specified in the Quote.

**2.1 SUBSCRIPTION SERVICE.** Subject to this Agreement and the applicable portions of the Privacy Policy located at <http://www.powerschool.com/privacy>, as such policies may be updated from time to time, PowerSchool will (a) make the Subscription Services available to Customer and for the contracted number of Users at the Licensed Site(s) to and in conformance with the applicable Documentation; (b) provide applicable PowerSchool standard support for the Subscription Services to Customer and Users, and upgraded support if purchased, as described in [Exhibit A \(Support Policy\)](#); (c) use commercially reasonable efforts to make the Subscription Services available, except for: (i) planned downtime (of which PowerSchool will give advance electronic notice), and (ii) any force majeure event as described in **Section 14.3.2 (Force Majeure)**, internet service provider failure or delay, Third Party Software, or denial of service attack; and (d) provide the Services in accordance with its policies, existing laws and government regulations applicable to PowerSchool's provision of its Subscription Services to its customers generally (i.e., without regard for Customer's particular use of the Subscription Services). All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

**2.2 LICENSE GRANT.** Where the Customer is contracts for an on-premises deployment of a Licensed Product, PowerSchool, during the term stated in the Quote, grants the Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Licensed Product specified in PowerSchool's Quote, only at the Licensed Sites, not to exceed the maximum student enrollment as set forth in **Section 7 (Pricing, Enrollment Increases)** of this Agreement. As part of the Licensed Product, PowerSchool will provide the Support Services and Professional Services mutually agreed upon via a Statement of Work. Licensed Product will only be used as expressly authorized by this Agreement. All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

**2.3 Restrictions on Subscription Services and Licensed Product.** The PowerSchool Product(s) may not be accessed by

PowerSchool's competitors, except with PowerSchool's prior written consent.

**2.3.1** Customer will use the PowerSchool Product(s) only for the internal business purposes of Customer and not: (a) to store or transmit malicious code, (b) interfere with or disrupt the integrity or performance of PowerSchool Product(s) or third-party data contained therein or any systems or networks; or (c) violate the regulations, policies, or procedures of such networks used with the PowerSchool Product(s), or (d) attempt to gain unauthorized access to a PowerSchool Product or its related systems or networks, the PowerSchool data or the data of any other PowerSchool customer.

**2.3.2** In no event may PowerSchool Product(s): (a) be used other than at the Licensed Sites; (b) exceed the maximum User count for the PowerSchool Product as stated in the Quote; (c) be used to perform service bureau functions for third parties, or to process or manage data for websites other than the Licensed Sites; (d) be made available via a network or otherwise to any school, school district or third party other than the Licensed Sites; or (e) be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

**2.3.3** Customer will ensure its Users will not, and itself will not, whether through any affiliate, employee, consultant, contractor, agent or other third party: (a) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the PowerSchool Product(s); (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the PowerSchool Product(s), in whole or in part, for any purposes or otherwise; (c) write or develop any derivative works based upon the PowerSchool Product(s). Customer will hold PowerSchool harmless from claims for damages resulting from Customer's misuse of the PowerSchool Product(s), including PowerSchool's Intellectual Property Rights. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the PowerSchool Product(s), and notify PowerSchool promptly of any such unauthorized access or use. Customer will

not transfer, assign, provide or otherwise make PowerSchool Product(s) or Services available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment, or transfer of any rights, duties or obligations by Customer in violation of this Agreement will be void.

### 3. PROPRIETARY RIGHTS

**3.1 Intellectual Property Rights.** PowerSchool alone owns all rights, titles and interests, including all related Intellectual Property Rights, in and to the PowerSchool Product(s) and Services. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Product(s) and Services, or the Intellectual Property Rights owned by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Product(s), including any rights to the Intellectual Property Rights in connection therewith.

**3.2 Trademarks.** The PowerSchool name, the PowerSchool logo, product names associated with the PowerSchool Product(s) and any other marks, logos, designs, sound, trade dress, etc. are trademarks of PowerSchool, and no right or license is granted by this Agreement to their use.

**3.3 Confidentiality.** To the extent allowed under applicable law, Customer agrees that the terms of this Agreement, including all pricing for PowerSchool Product(s) and Services, must be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool. Customer agrees that PowerSchool may publicly refer to Customer (both in writing and orally) as a client, and may identify Customer as a client, among other places, on its website, in press releases, and in sales materials and presentations. Customer agrees to keep PowerSchool Product(s) confidential and to prevent unauthorized disclosure or use of PowerSchool Product(s) in Customer's possession. Customer will notify PowerSchool immediately in writing of any unauthorized use or distribution of PowerSchool Product(s) of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any PowerSchool Product(s) for which PowerSchool makes available passwords or other user identification technology to access such Subscription Services, Customer will

advise all Users of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared. Customer is solely responsible for maintaining the confidentiality of each username and password used and is solely responsible for any and all activities that occur under all Customer's accounts. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security. PowerSchool will not be liable for any loss that Customer may incur as a result of someone else using Customer's passwords or accounts, either with or without the Customer's knowledge.

PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Customer confidential information that is disclosed to PowerSchool in connection with the performance of Services, and to use such Customer confidential information solely for purposes of performing Services hereunder. De-identified Data used by PowerSchool for internal research, and improvement of PowerSchool Products is not subject to this section's confidentiality obligations. While PowerSchool will not rent or sell information for marketing purposes and will not share or sell Customer data with third parties for marketing purposes, Customer hereby grants PowerSchool permission to use, copy, and/or combine with any De-identified Data the Customer and Users may generate within and through Licensed Products or Subscription Services. PowerSchool will require its employees, agents and subcontractors performing work hereunder to enter into a written agreement with PowerSchool that imposes obligations that are substantially similar to those imposed on PowerSchool hereunder. For purposes of this Section, "Customer confidential information" means any student or personnel data belonging to Customer, or any other Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section will not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Customer to any third party at any time. Customer grants to PowerSchool a non-

exclusive, royalty-free license to use equipment, software, Customer data, or other material of the Customer solely for the purpose of enabling PowerSchool to perform its obligations under the Agreement.

**3.4 Public Record Act.** Notwithstanding anything herein to the contrary in section 3.3, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, PowerSchool will work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure.

**3.5 Customer Data Security and Privacy.** PowerSchool will abide by its policy, as set forth in [Exhibit D \(Data Privacy and Security Policy\)](#) with respect to the security and privacy of its Customer's data within the PowerSchool Product(s).

**3.6 Use of Feedback.** Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into PowerSchool Product(s) and Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users.

**4. SUPPORT AND OTHER SERVICES.** As part of the PowerSchool Product(s), PowerSchool will provide the Support Services set forth in [Exhibit A \(Support Policy\)](#) and Professional Services mutually agreed upon via a Statement of Work pursuant to [Exhibit B \(Professional Services Policy\)](#). Customer's license of PowerSchool Product(s) does not, by itself, entitle Customer to any support, upgrades, patches, fixes or the like for Subscription Services; Customer must maintain a current Support Services subscription and pay any applicable Support Services fees to be eligible for Support Services. Support Services must be purchased for all licenses in Customer's possession. Support Services may not be purchased or renewed for a subset of such licenses only. Support Services may not be used as a substitute for Professional Services.

**5. FEES AND TAXES.** Customer agrees to pay PowerSchool, in accordance with PowerSchool's invoice terms, the fees charged for the PowerSchool Product(s) and related Services and/or other items ordered by

Customer, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Customer agrees to pay for PowerSchool's pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer's premises. If Customer claims tax-exempt status, Customer agrees to provide evidence of such tax exemption to PowerSchool. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer will be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Customer will pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool Quote or invoice will be in United States dollars unless otherwise specified.

**6. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN SOURCE SOFTWARE.** Third Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and the third party supplier. All support, warranties, and services related to Third Party Software are provided by the supplier of the Third Party Software under such third party's terms and conditions, and not by PowerSchool. For clarity, PowerSchool licenses the Embedded Applications to Customer as part of Subscription Services and Licensed Products, whereas PowerSchool is not the licensor of Third Party Software. PowerSchool will have no obligation to provide support for any customized software or any third-party applications not part of the PowerSchool Product(s). Further, PowerSchool will not be responsible for providing support: (i) for problems caused by Customer's use of or access to the PowerSchool Product(s) other than as intended; (ii) for any use in violation of this Agreement; or (iii) for any unauthorized modifications made to the PowerSchool Product(s) by Customer or any third party. In the event the need for Support Services provided are traced to Customer's or a third party's errors, unauthorized use, or system changes, fees and expenses for said Support Services may be billed to Customer at PowerSchool's then

current rates and will be paid promptly by Customer. Only Sections 5, 6, 9 and 12 of this Agreement apply to Third Party Software and any related support and services set forth in this Agreement. In addition, PowerSchool Product(s) may contain Embedded Applications. If any additional license terms are identified in [Exhibit E \(Product Specific Terms\)](#), Customer will comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to “open source” licensing terms. In some cases, the open source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open source licensing terms will govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Customer acknowledges that if any open source software component is licensed under terms that permit Customer to modify such component, and if Customer does so modify such component, then PowerSchool will not be responsible for any incompatibility due to such modifications.

**7. PRICING; ENROLLMENT INCREASES.**

Pricing for access to PowerSchool Product(s) is based on the number of Users at the Licensed Sites. If Customer accesses PowerSchool Product(s) with more than the number of Users purchased as indicated in the Quote, then PowerSchool may submit an amended invoice for the amount of such excess usage, and Customer will pay the fees applicable to the variance within 30 days of the invoice date. Any such increase in Users will be maintained through the end of the then-current term. Such additional fees will be computed by multiplying the then-current per student license and support fees for PowerSchool Product(s) by Customer’s additional User count. Customer’s subsequent Support Services invoices will be based on the increased Users as well.

**8. COMPATIBLE PLATFORMS/HARDWARE.**

Where applicable, Customer will be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the PowerSchool Product(s) and all charges related thereto. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access

PowerSchool Product(s). PowerSchool will not be responsible for any incompatibility between PowerSchool Product(s) and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer’s use with PowerSchool Product(s). PowerSchool will make written requirements available to Customer at Customer’s request.

**9. LIMITED WARRANTY.**

PowerSchool warrants that the media on which Licensed Product is recorded will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Licensee’s exclusive remedy under this Section will be replacement of the defective media. PowerSchool warrants that for Subscription Services during an applicable subscription term (a) this Agreement, the Quote, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer’s data, (b) PowerSchool will not materially decrease the overall security of Subscription Services, and (c) PowerSchool will not materially decrease the overall functionality of the Subscription Services. For any claimed breach of a warranty above, the Customer and PowerSchool agree to first negotiate a resolution in good faith; and, if necessary, refer the matter to senior representatives of each Party for timely resolution.

**10. DISCLAIMER OF OTHER WARRANTIES.**

**POWERSCHOOL PRODUCT(S) ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 9), AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL PRODUCT(S) WILL MEET CUSTOMER’S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL PRODUCT(S) OR HOSTING SERVICES**



**WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE POWERSCHOOL PRODUCT(S) WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE POWERSCHOOL PRODUCT(S) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. CUSTOMER AGREES THAT THE USE OF POWERSCHOOL PRODUCT(S) IS AT CUSTOMER'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CUSTOMER.**

## **11. TERM AND TERMINATION**

**11.1 Term.** This Agreement commences on the date Customer first executes it and continues until the term of all PowerSchool Product(s) or Services provided under any applicable Quote hereunder have expired or have been terminated.

**11.2 Term of Purchased Subscriptions.** The term of each subscription or license will be as specified in the applicable Quote specifying a start and end date. Except as otherwise specified in a Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion.

**11.3 Suspension.** PowerSchool will have the right to suspend performance under this Agreement in the event that Customer is notified, with email notice being sufficient, that it is in breach of any of its obligations under this Agreement and fails to cure the breach within five (5) days of the notice.

**11.4 Termination for Breach.** Either party will have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool will have the right to terminate this

Agreement immediately upon written notice in the event that Customer breaches any of its obligations under **Section 2** (PowerSchool Product Subscription) or **Section 3** (Proprietary Rights). Customer further acknowledges that, as breach of the provisions of Section 3 could result in irreparable injury to PowerSchool, PowerSchool will have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

**11.5 No Termination for Convenience.** Customer is not entitled to terminate this Agreement for any reason other than for the specific reasons set out in this Agreement or as expressly mandated by law. No termination for convenience will be permitted.

**11.6 Termination for Non-Appropriation.** The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the PowerSchool Product(s) and Services captured in an applicable Quote that are the subject of this Agreement following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the applicable Quote without liability for any termination charges, fees, or penalties at the end of its last fiscal period for which funds were appropriated. Customer will be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated (a) immediately after Customer receives notice of such non-appropriation; and (b) at least thirty (30) days prior to the effective date of such termination. Customer will not utilize this clause as a right to terminate any Quote nor this Agreement for convenience. PowerSchool reserves the right to seek documentation evidencing such non-appropriation of funds.

**11.7 Effects of Termination.** In the event of any termination of all or any portion of this Agreement, Customer will not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12, 13, 14 and 13 will survive termination of this Agreement. Immediately upon any termination of a subscription or license for any Subscription Services or Licensed Product under this Agreement, Customer will, at its own expense,

either return to PowerSchool or destroy all copies of such PowerSchool Product(s), and Customer's authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Product(s) have either been destroyed or returned to PowerSchool.

**11.8 Liquidated Damages.** In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the contract or any portion thereof, Customer agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term in the applicable Quote as liquidated damages, as actual damages being impossible to calculate. This clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool's breach in accordance with Subsection 11.4 herein, or (b) as a result of non-appropriation of funds in accordance with Subsection 11.6 herein.

**12. LIMITATION OF LIABILITY. POWERSCHOOL WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SUBSCRIPTION SERVICES, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER WILL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE POWERSCHOOL PRODUCT ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO POWERSCHOOL PRODUCT(S) EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO**

**THE PARTICULAR SUPPORT SERVICES OR HOSTING SERVICES, OR PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED.**

**13. INDEMNIFICATION**

**13.1 Indemnification by PowerSchool.** Subject to Section 12 (LIMITATION OF LIABILITY) PowerSchool hereby agrees to defend, indemnify, and hold harmless the Customer from and against any and all losses, liabilities, costs, expenses and damages arising out of or relating to any claim by a third party alleging infringement of any Intellectual Property Rights as to the PowerSchool Product, provided that PowerSchool will have received from Customer (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense and settlement of such claim; and (iii) all reasonable necessary cooperation of Customer.

If Customer's use of the PowerSchool Product is enjoined, PowerSchool may (i) substitute for the PowerSchool Product, a substantially and functionally similar product and documentation; (ii) procure for Customer the right to continue using the PowerSchool Product; or if (i) or (ii) are not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused portion of the subscription.

The foregoing obligation of PowerSchool does not apply to the extent the claim arises from (i) modifications to the PowerSchool Product by anyone other than PowerSchool; (ii) combinations of the PowerSchool Product with products or process not provided or authorized by PowerSchool; or (iii) any unauthorized use, access or distribution of the PowerSchool Product.

**13.2 Indemnification by Customer.** To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool harmless against and from any claim, demand, expenses, or losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), made by any third party against PowerSchool due to or arising out of: (a) Customer's access, use of and/or connection to the PowerSchool Product(s); (b) Customer's sharing of any content obtained through access or use of the PowerSchool Product(s) to any third party; (c) Customer's violation of Section 2 (PowerSchool Products Subscription), or Section 3 (Proprietary

Rights); (d) information Customer sent, submitted, electronically received, accessed, printed, downloaded, or transmitted through the PowerSchool Product(s); or (e) Customer's gross negligence or willful misconduct.

**14. GENERAL**

**14.1 Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS DEPENDING UPON THE ACCOUNT'S COUNTRY LOCATION AS LISTED IN THE TABLE BELOW. THE VENUE LISTED IN THE TABLE WILL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION, SPECIAL PROCEEDING OR OTHER PROCEEDING AS BETWEEN THE PARTIES THAT MAY BE BROUGHT, OR ARISE OUT OF, IN CONNECTION WITH, OR BY REASON OF THIS AGREEMENT. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement will not be subject to the Uniform Computer Information Transactions Act.

Account Country	Venue	Governing Law
Canada	Victoria	Province of Ontario
United States	San Francisco	California
Any other country that is not Canada or the United States	San Francisco	California

**14.2 Compliance Verification.** During the term of the Agreement and for a period of one year following its termination, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of the Agreement. Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, (b) make requested personnel, records, and information available to PowerSchool or its designee, and (c) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely

completion of such compliance verification. If such verification process reveals any noncompliance, Customer must promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Product(s) and Services and interest fees related to usage in excess of the quantities purchased.

**14.3 General Provisions.**

**14.3.1 Amendment.** This Agreement may only be amended or modified by a writing specifically referencing the particular Section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

**14.3.2 Force Majeure.** PowerSchool will not be deemed in default of this Agreement for delays or failure in performance resulting from acts beyond its reasonable control, including but not limited to, default by subcontractors or suppliers, failure of Customer to provide promptly to PowerSchool accurate information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, power outages, road icing or inclement conditions, flood, epidemic, restrictions, strikes, and/or freight embargoes.

**14.3.3 Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force. No delay or omission by PowerSchool in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by PowerSchool of any provision of this Agreement must be in writing and signed PowerSchool and will not imply subsequent waiver of that or any other provision.

**14.3.4 Payments.** Customer agrees that its payment and other obligations under this Agreement are absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim, or recoupment due or alleged to be due as a result of any past or future claim that Customer may have against PowerSchool.

Customer agrees that it will use its best efforts to cooperate with PowerSchool, and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford PowerSchool the opportunity to adequately provide the PowerSchool Product(s) and Services. Payment terms are defined in the applicable Quote.

**14.3.5 Time to Bring Action.** To the extent allowed under applicable law, Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

**14.3.6 Notices.** All notices under this Agreement must be in writing and delivered by overnight delivery service or certified mail, return receipt requested, with a copy by email. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

**PowerSchool Group LLC,  
Attn: General Counsel  
150 Parkshore Drive,  
Folsom, CA 95630**

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either party may change its notice address by notifying the other in like manner.

**14.3.7 Assignment.** Neither PowerSchool or Customer may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assignees.

**14.3.8 Facilities.** Customer acknowledges that certain Services are intended to be

performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Customer's premises, Customer agrees to provide appropriate access to utilities, workspace, and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

**14.3.9 Export.** Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Customer specifically agrees that Customer will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules, or other limitations imposed by any government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

**14.3.10 U.S. Government Restricted Rights.** PowerSchool Product(s) is a "commercial item" as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire PowerSchool Product(s) only with those rights set forth herein.

**14.3.11 Essential Basis of the Agreement.** Customer acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.

**14.3.12 Entire Agreement.** This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute



the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote and supersedes all prior Agreements entered into by the Parties, the Parties' agents, and/or the Parties' previous affiliates. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy.

## EXHIBIT A

### SUPPORT POLICY

**1. Definitions.** Capitalized terms not defined herein have the meanings assigned to them in the Agreement between Customer and PowerSchool to which these Support and Services Policies (“Policies”) are attached. In addition, for purposes of these Policies, the following definitions will apply:

**1.1** “Errors” means a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of the Licensed Product in a proper operating environment and on hardware and system software sufficient to meet PowerSchool’s then-current minimum requirements, which are subject to change as New Versions are released. User mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Licensed Product, Subscription Service, the Documentation, or both.

**1.2** “Fix” means a patch, service pack or corrective update of Licensed Product that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Licensed Product or Subscription Service in accordance with the applicable Documentation and developed by PowerSchool.

**1.3** “New Products” means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the Licensed Product originally licensed by Licensee and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the Licensed Product originally licensed by Licensee. New Products will be licensed to Licensee under the terms of PowerSchool’s then-current license agreement only after payment of applicable fees.

**1.4** “New Version” mean an updated version of Licensed Product issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements and improvements to Licensed Product that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Licensed Product or Subscription Service.

**1.5** “Support Services” means those support services described in Section 3.1 below that will be provided hereunder with respect to Subscription Services and Licensed Products during the relevant Support Term.

**1.6** “Support Term” means the length of time Support Services are to be provided hereunder and for which the Customer or Licensee has paid any applicable Support Services fees, including any initial Support Term and any renewal Support Terms.

**1.7** “Telephone and E-mail Support” means telephone and e-mail support services, available Monday through Friday, during PowerSchool’s normal business hours, exclusive of PowerSchool’s holidays, regarding Subscription Services and Licensed Product.

**2. Support Term; Fees.** Support Services for Licensed Products provided under certain licensing arrangements are available at an additional cost. If the Customer separately purchases a Support Term, such purchases will be listed separately in the Quote. Support is provided as a part your purchased Subscription Services listed on the Quote and will not require purchase of a separate Support Term. Support with your Subscription Services will continue with the duration of your purchase of a Subscription Service. For Support Services purchased concurrently with a license, the initial Support Term will begin upon shipment (FOB PowerSchool's place of shipment) of Licensed Product (or, in the case of a when made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Licensee to download Licensed Product) or launch date when access to the Subscription Services is provided; and terminate one (1) year thereafter, unless a different Support Term is specified in PowerSchool's written acknowledgment of the client's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either Party may terminate the provision of Support Services as of the end of the then-current Support Term by providing written notice to the other party prior to the end of the then-current Support Term that such party does not wish to renew the Support Term. Licensee/Customer must provide written notice of non-renewal at least thirty (30) days prior to the applicable Support Term. If notice of non-renewal is not given by either party, the Support Term will automatically renew for the applicable renewal term stated on PowerSchool's renewal invoice at the then current Support fees; otherwise, the Support Term will terminate at the end of Licensee's current paid-up Support Term. If Licensee's/Customer's Support Term is so terminated due to nonpayment, and then PowerSchool subsequently reinstates Licensee's/Customer's access to support, such reinstated access will remain subject to the terms of these Policies and payment of applicable reinstatement fees. PowerSchool reserves the right to charge reinstatement fees in the event deactivated licenses are reactivated. For the initial Support Term, Licensee/Customer must pay the charges specified in PowerSchool's initial invoice. For renewal Support Terms, Licensee/Customer must pay PowerSchool's then-current annual Support Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision in such renewal term.

**3. Support Services Scope.** PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Licensed Product and Subscription Services during the Support Term. The scope of Support Services will be as follows:

**3.1 Support.** Support Services include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Licensee is experiencing in using Licensed Product or Customer is experiencing in any Subscription Service; and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for



which additional license fees apply), and what improvements and enhancements to existing functionality of a Licensed Product or Subscription Service are to be included in a New Version (and are therefore provided at no charge to customers with a current support subscription).

**3.2 Custom Programs.** For any custom programs developed for Licensee/Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that Licensed Product or Subscription Service includes any functionality that allows the user to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.



## EXHIBIT B

### PROFESSIONAL SERVICES POLICY

This Exhibit B sets forth the additional policy and party expectations supporting PowerSchool's provision of Professional Services to the Customer/Licensee in connection with the solution provided pursuant to this Agreement.

#### 1. Performance of Professional Services.

**1.1. Statements of Work.** For many professional services projects, PowerSchool will capture the project details in signed statement of work (each a Statement of Work" or "SOW") setting forth the agreed upon scope of the professional service, estimated or actual pricing and any special payment terms and, if applicable, project schedule, and estimated delivery dates. Both Parties will execute each Statement of Work and each is incorporated into this Agreement. For professional services projects not requiring the completion of a SOW, alignment between the Parties on such services are captured in a request form, change order or in the signed Quote. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

**1.2 Delivery and Cooperation.** Customer/Licensee acknowledges that Customer's cooperation is essential to the timely performance of PowerSchool's services. Customer will, to the extent required in connection with the performance of PowerSchool's services: (i) provide PowerSchool with any necessary Customer materials; (ii) provide PowerSchool with any required access to Customer's personnel, facilities or data; (iii) cause the appropriate personnel to cooperate with PowerSchool as required for PowerSchool to provide PowerSchool's services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work or otherwise communicated to the Customer. If Customer/Licensee fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing. Unless otherwise expressly agreed in a Statement of Work, all Professional Services will be deemed accepted upon delivery.

**2. Fees and Expenses.** In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in a PowerSchool Quote, written acknowledgment of Customer/Licensee's order, or as may be subsequently agreed upon by the Parties in a SOW; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Customer/Licensee agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Customer/Licensee's order, or, for work subsequently requested, at the rates agreed upon by Customer/Licensee and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Customer/Licensee prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Unless otherwise agreed, the Customer/Licensee will also pay PowerSchool for travel expenses (lodging, meals, transportation and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Customer/Licensee's order will apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. If Customer/Licensee pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid services amount that has not been used by Customer/Licensee toward services rendered within such twelve (12) month period will be forfeited.

**3. Training.** PowerSchool reserves the right to limit the number of persons permitted to attend any training class in accordance with PowerSchool's training standards.



**4. Changes to Project Scope.** Customer/Licensee may request changes to the scope of a Statement of Work. Any changes to the scope of a statement of work will result in a change order to such statement of work or a new statement of work. Any scope changes will be made pursuant to the terms set forth in a Statement of Work, to be mutually agreed upon by the Parties.

**5. Services Cancellation.** Customer/Licensee will pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Customer/Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Customer/Licensee's request.

**6. Ownership of Materials.** PowerSchool is the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Customer/Licensee pursuant to any Professional Services, unless otherwise agreed to in writing. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, Customer/Licensee will have a paid-up, royalty-free license to use such Deliverables for Customer/Licensee's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement will prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any confidential information of a Customer/Licensee incorporated into any Deliverable remains subject to the provisions of such Section.

**7. Data Loads.** For most Licensed Products and Subscription Services, successful implementation requires proper data loads in specific formats and layouts. PowerSchool will inform the Customer/Licensee of the specific instructions such as data file layouts to support the data load for the implementation of a Licensed Product or Subscription Service. If the Customer/Licensee is unable to provide the data as required, PowerSchool may offer services to complete the data load at an additional charge. If such services are purchased, Customer/Licensee agrees to follow PowerSchool's specific instructions and use best efforts to support the data load activity as outlined by PowerSchool any such data load or migration. PowerSchool will not directly access non-PowerSchool applications to assist the Customer/Licensee in any data migration activity. Successful implementation is the shared obligation of both Parties.



## EXHIBIT C

### HOSTING SERVICES POLICY

**1. Term; Fees.** Hosting Services are available at an additional cost. For Hosting Services purchased concurrently with Customer's access to Subscription Services, Customer's initial Hosting Term will begin as of the start date listed on the signed Quote and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in the PowerSchool Quote, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either Party may terminate the provision of Hosting Services as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Customer with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Customer (but in any event will continue providing Hosting Services for the balance of the current term for which Customer has prepaid for such Services). If notice of non-renewal is not given by either party, then PowerSchool will invoice Customer for the applicable renewal fees for a subsequent Hosting Term. If Customer's Hosting Term is terminated due to non-payment, and then PowerSchool subsequently reinstates Customer's access to Hosting Services, such reinstated access will remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Customer must pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Customer must pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Customer related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term.

**2. Availability.** Customer acknowledges that the Subscription Service may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: a force majeure event as defined in the Agreement, the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Subscription Service caused by Downtime, whether scheduled or not. The foregoing does not apply to non-production systems, such as test, training and archival systems, which are available on an hourly basis.

**3. Acceptable Use Policy.** Customer acknowledges that PowerSchool does not monitor or police the content of communications or Customer data or its users' activities transmitted through the Subscription Services, and that PowerSchool will not be responsible for the content of any such communications or transmissions. Customer must use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Customer agrees not to post or upload any content or data which: (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Customer. PowerSchool may suspend or terminate any user's access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such user has violated the terms and conditions of this Agreement.

**4. Security.** In addition to complying with "Exhibit D: Security and Privacy", Customer will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Customer will comply with the user authentication requirements for use of the Hosting Services. Customer is solely responsible for monitoring its authorized users' access to and use of the



Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized user to comply with the Agreement is a material breach by Customer, and PowerSchool will not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred. POWERSCHOOL WILL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES RELATED TO A SECURITY INCIDENT THAT IS CAUSED BY THE ACTS OR OMISSIONS, MISCONDUCT, NEGLIGENCE, OR FRAUD BY OR OF CUSTOMER OR ANY OF ITS USERS, EMPLOYEES, AGENTS, OR CONTRACTORS.

**5. Data.** Customer has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submit to the Hosting Services.



## EXHIBIT D

### DATA PRIVACY AND SECURITY

#### 1. Ownership of Materials; Confidentiality; Compliance.

- 1.1. All pre-existing proprietary data, materials and other intellectual property of PowerSchool that is provided to Customer by PowerSchool in connection with the performance of this Agreement (collectively, **"PowerSchool's Pre-existing Intellectual Property"**) will remain PowerSchool's property, except where any written or other tangible materials or customizations delivered to Customer under a specific Statement of Work and Quote is licensed differently..
- 1.2. All Customer data and records uploaded or transmitted to PowerSchool under this Agreement (collectively, **"Customer Documents and Data"**) continues to be the property of Customer. PowerSchool will maintain all such Customer Documents and Data in strict confidence and will not disclose any such Customer Documents and Data, or copies thereof, to any person or entity other than Customer's legal counsel or Customer's designated contact, or pursuant to the Agreement. The data shared pursuant to this Agreement, including persistent unique identifiers, will be used for no purpose other than the performance of the Services, improvement of PowerSchool Product(s), or internal research. Should PowerSchool, either during or following termination of the Agreement, desire to use any Customer Documents and Data for its own purposes not contemplated in this Agreement, it must first obtain the prior written approval of Customer. Customer Documents and Data will not consist of De-identified Data.
- 1.3. PowerSchool acknowledges that Customer and Customer Users retain full right and ownership to all of their user-generated content (such content not encompassing any modifications to PowerSchool's Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User or, if the User is a minor child, by the child's parent/guardian. PowerSchool agrees not to edit, make available, distribute or otherwise disclose any information or content, including any Customer Documents and Data, generated or obtained from Customer or Users, whether submitted on PowerSchool's Site or otherwise obtained, unless: (1) integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to this Agreement, or (2) written permission is first procured.
- 1.4. The Parties acknowledge that (i) Customer Documents and Data may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, as amended ("FERPA Records"); and (ii) to the extent that Customer Documents and Data includes FERPA Records, PowerSchool will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of School Officials under FERPA. Each party represents and warrants to the other party that it will comply with all provisions of FERPA applicable to such party's performance hereunder.
- 1.5. The Parties also acknowledge that Customer Documents and Data may include personally identifiable information from children under the age of 13, subject to the Children's Online Privacy Protection Act and related regulations ("COPPA"). Where applicable, Customer acknowledges that it will act as agent for the parents of students under the age of 13 for purposes of COPPA. Customer represents to PowerSchool that through the duration of this Agreement, the Customer is duly authorized to provide the data to PowerSchool for processing based on having obtained parental consent where necessary. Customer further acknowledges that it has read, fully understands, and agrees to abide by PowerSchool's Privacy Policy, available at [www.powerschool.com/privacy](http://www.powerschool.com/privacy) and as may be revised from time-to-time, incorporated by reference herein.
- 1.6. PowerSchool will safeguard and keep confidential personal or sensitive information obtained from a Customer User, including, but not limited to, personally identifying information such as the



name, email address or screen name of the Customer User.

- 1.7. The terms herein will not be construed as prohibiting either party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

## 2. Disposition of Data.

- 2.1. Upon written request and in accordance with the applicable terms in **Sections 2.2 or 2.3**, below, PowerSchool will dispose or delete all Customer Documents and Data within a commercially reasonable time period when it is no longer needed for the purpose for which they were obtained. Customer must inform PowerSchool when Customer Documents and Data is no longer needed. Disposition will include (1) the shredding of any hard copies of any Customer Documents and Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make the information unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes PowerSchool to maintain Customer Documents and Data beyond the time period reasonably needed to complete the disposition. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Documents and Data have been disposed. Upon receipt of a request from Customer, PowerSchool will immediately provide Customer access to Customer confidential information, specifically personnel data, within ten (10) calendar days of receipt of said request, as commercially reasonable.
- 2.2. **Partial Disposal During Term of this Agreement.** Throughout the Term of this Agreement, Customer may request partial disposal of Customer Documents and Data that is no longer needed. Partial disposal of Customer Documents and Data will be subject to Customer's request to transfer such data to a separate account. To the extent Customer is unable to transfer such data by their own accord, PowerSchool agrees to assist Customer to transfer any Customer Documents and Data in question, so long as it is commercially reasonable to do so. To the extent transfer or partial disposal of Customer Documents and Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer. All transfers must comply with applicable law. PowerSchool is not liable or in breach of this Agreement when it denies a transfer it reasonably believes is not in compliance with the law. Any transfer made on Customer's written request that such transfer is compliant with the law requires Customer to fully indemnify, defend, and hold harmless PowerSchool from complying with Customer's instructions.
- 2.3. **Complete Disposal Upon Termination of this Agreement.** Upon termination of this Agreement, PowerSchool will dispose of or delete all Customer Documents and Data within a commercially reasonable time period following termination; provided, however, in no event will PowerSchool dispose of Customer confidential information pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Personnel Data need not be transferred to a separate account.
- 2.4. **Transfer to Succeeding Vendor Upon Termination.** Upon termination, or upon a party's receipt of effective notice of termination, of this Agreement, PowerSchool will, if so requested by Customer, securely transfer all Customer Documents and Data directly from PowerSchool's Site to the hosting site or platform of another vendor designated by Customer, such transfer to occur on a date on or after the effective date of termination as directed by Customer in a format mutually agreed by PowerSchool. PowerSchool will have no obligation to transfer Customer Documents and Data in a form or format specified by succeeding vendor, but PowerSchool will provide Customer Documents and Data in a manner that is agreed upon as industry standard. To the extent transfer or partial disposal of Customer Documents and Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer.



3. **Data Security.** PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices for digital storage of sensitive personal data, to protect Customer Documents and Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:
  - 3.1. **Passwords and Employee Access.** PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Personnel Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Personnel Data to employees or contractors who require access pursuant to the Agreement.
  - 3.2. **Security Protocols.** The Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PowerSchool will maintain all data obtained or generated pursuant to this Agreement in a secure digital environment and will not copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of data requests by Customer.
  - 3.3. **Employee Training.** PowerSchool will provide periodic security training to those of its employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.
  - 3.4. **Security Technology.** PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to this Agreement in an environment using a firewall that is updated according to industry standards.
  - 3.5. **Security Coordinator.** PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Personnel Data received pursuant to this Agreement upon written request.
  - 3.6. **Subprocessors Bound.** PowerSchool will enter into written agreements whereby subprocessors agree to secure and protect Personnel Data in a manner consistent with the terms of this **Section 3**. PowerSchool will periodically conduct or review compliance monitoring and assessments of subprocessors to determine their compliance with this **Section 3**. For the purposes of this Agreement, the term "subprocessor" means a party other than Customer or PowerSchool, whom PowerSchool uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Personnel Data.
  - 3.7. **Periodic Risk Assessment.** PowerSchool further acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and remediate any identified security and privacy vulnerabilities in a timely manner.
4. **Data Breach.** In the event Personnel Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding seventy-two (72) hours. PowerSchool will follow the following process:
  - 4.1. The security breach notification will be written in plain language, will be titled "Notice of Data Breach," and will present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
  - 4.2. The security breach notification described above in **Section 4.1** will include, at a minimum, the



following information:

- 4.2.1. The name and contact information of Customer's Designee or his designee for this purpose.
  - 4.2.2. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - 4.2.3. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification will also include the date of the notice.
  - 4.2.4. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
  - 4.2.5. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- 4.3. PowerSchool agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the Customer Documents and Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, e of any such data breach.
  - 4.4. PowerSchool further acknowledges to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident, or unauthorized acquisition or use of the Personnel Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a copy of said written incident response plan.
  - 4.5. If Customer requests PowerSchool's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to PowerSchool, PowerSchool will assist in notifying the affected individual(s) of the unauthorized access, which will include the information listed in **Sections 4.1** and **4.2**, above.



## EXHIBIT E

### PRODUCT SPECIFIC TERMS

This Exhibit contains terms and conditions specifically for certain products or services of PowerSchool. Such terms do not apply to all PowerSchool products in general.

#### 1. TERMS RELATING TO EMBEDDED APPLICATIONS

**1.1 Oracle.** The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

The Oracle Software may only be used in conjunction with the Subscription Services and solely for Customer's internal business purposes.

- a) Oracle USA, Inc. ("Oracle") will have no liability whatsoever to Customer for any damages, whether direct, indirect, incidental, or consequential arising from Customers use of Subscription Services or the Oracle Software.
- b) Customer is prohibited from publishing the results of any benchmark tests run on the Oracle Software.
- c) Customer will be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.
- d) Customer's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.
- e) Oracle will be a third party beneficiary of this Agreement.
- f) Oracle will have no performance obligation or liability to Customer in connection with this Agreement.

Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement.

**1.2 GPL Software.** Certain Embedded Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License (GPL). Customer may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Subscription Services.

**1.3 Illuminate.** The following terms are applicable to a certain Embedded Application known as Illuminate (the "Illuminate Software") provided by Illuminate Education, Inc. ("Illuminate"):

- a) **LICENSE GRANT:** The LICENSEE is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the Assessment Item Bank through Licensor's platform within the State in which the Licensee is organized, authorized and resides (the "Licensee Territory") to provide noncommercial access and use of any or all of the items from the Illuminate Content (referred to herein as the "Illuminate Content", "Item Bank", or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the Item Bank as "Items") to students registered within the Licensee's schools/districts for the sole purpose of performing formative assessments of those students (the "License"). The Licensee is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to the Licensee under the License will remain exclusive to Illuminate. Without limiting the generality of the foregoing, the Licensee acknowledges that Illuminate retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein and all modifications and derivative works created there from. The Licensee's rights to access and use the Item Bank, the Items and all modifications and derivative works thereof shall terminate upon the earlier of: (i) termination of the



agreement between the Licensee and Licensor granting this License; or (ii) termination of Licensor's right and license to distribute the Item Bank. Licensee acknowledges that use of the Item Bank, the Items, and all modifications and derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of Illuminate's proprietary rights.

- b) Throughout the term of the License Illuminate will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by the Licensee, of specific Items and/or passages from the Item Bank.
- c) Data Extracts. Illuminate shall have the option to request data files for the Licensor containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content. With regard to this Agreement, Illuminate agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).
- d) ILLUMINATE REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY. ILLUMINATE REPRESENTS THAT IT HASA THE RIGHT TO GRANT THIS LICENSE. ILLUMINATE MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. ILLUMINATE IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE LICENSEE USING THE ITEM BANK. ILLUMINATE WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY ILLUMINATE OR (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (C) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.
- e) ILLUMINATE WILL HAVE NO LIABILITY UNDER THE LICENSEE'S AGREEMENT WITH LICENSOR. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO ILLUMINATE BY OR ON BEHALF OF THE LICENSEE PURSUANT TO THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

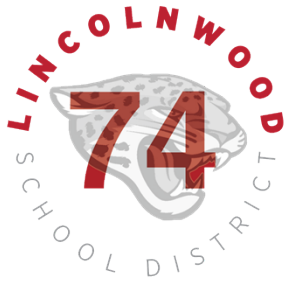
- 1.4 Employee Records – Contracts Only License.** If Customer purchased “Unified Talent Contract Management Express,” Customer's use is limited to the use of the Contracts feature of *Unified Talent Employee Records* and its associated folder for each district employee. Unless Customer purchased “Unified Talent Records,” PowerSchool does not grant Customer usage of the full feature set of the *Employee Records* solution. PowerSchool reserves the right to audit the usage of other features and charge fees up to the list price of the full *Employee Records* solution if Customer purchased “Unified Talent Contract Management Express” but did not appropriately limit its use to the Contracts feature, as set out herein.

**2. STATE OR PROVINCIAL REPORTING CODE.** PowerSchool makes no representation that the PowerSchool SIS, eSchoolPLUS, iNOW SIS, or Trillium SIS products include any SRC or PRC designed to meet the reporting requirements of Licensee's state or province, as applicable. If PowerSchool does offer SRC or PRC for Licensee's state or province, Licensee acknowledges that the SRC or PRC is intended as a tool to assist Licensee in complying with state or provincial regulatory requirements; however, PowerSchool does not warrant or guarantee that the SRC or PRC conforms to, or that use of the SRC or



PRC will ensure Licensee's compliance with, all state or provincial regulatory requirements that may apply or that the SRC or PRC will be maintained to conform to such requirements now or in the future. It is Licensee's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

**3. HARDWARE.** If Customer is purchasing any hardware through PowerSchool, Customer acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Customer only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third party software being purchased by Customer through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Customer further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool will have no liability whatsoever in connection with such claims.



## Executive Summary Board of Education Meeting

DATE: June 3, 2021

TOPIC: Frontline Education Absence & Substitution Management School Year 2021-22 Renewal

PREPARED BY: Courtney Whited

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The District uses Frontline's Absence & Substitution Management system to automate and manage staff absences and request substitutes. These services are available 24 hours a day, seven days a week online or via telephone to assist employees in reporting absences and to assist substitute teachers in viewing available jobs at Lincolnwood School District 74. This renewal is under the Master Service Agreement legal counsel reviewed and approved last year.

### **Fiscal Impact:**

\$3,965.19

In 2020-21, the District paid \$3,781.77

### **Recommendation:**

The Finance Committee concurs to recommend to the Board of Education to approve the renewal of Frontline Education's Absence & Substitution Management subscription in the amount of \$3,965.19 from July 1, 2021 to June 30, 2022.

# Frontline Education Renewal Notice

Attn: Lincolnwood School District 74

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2021. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions, please reach out to your Client Success Manager to discuss your concerns

Description	Start Date	End Date	Qty	Rate	Amount
Absence & Substitute Management, unlimited usage for internal employees	7/01/2021	6/30/2022	1	\$3,965.19	\$3,965.19
<b>Total</b>					<b>\$3,965.19</b>

**Please use this [link](#) to confirm the renewal of your subscriptions.**

Need assistance? You can reach us by calling Daniel Lopez at 484-328-4309 or by emailing us at [renewals@frontlineed.com](mailto:renewals@frontlineed.com).



Laura Hughes  
Director, Client Retention and Renewals

**ANSWER REQUIRED**

**8/21/20 - PC recommends Legal**

**Review and Guidance**

**12/11/20 PC Committee requested to Keep in Committee, and ask for BOE INPUT in "Updates"**

*Document Status: Draft Update - New*

**2:265 Title IX Sexual Harassment Grievance Procedure**

*New/Unpublished Section*

Sexual harassment affects a student’s ability to learn and an employee’s ability to work. Providing an educational and workplace environment free from sexual harassment is an important District goal. The District does not discriminate on the basis of sex in any of its education programs or activities, and it complies with Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106)<sup>PRESSPlus1</sup> concerning everyone in the District’s education programs and activities, including applicants for employment, students, parents/guardians, employees, and third parties.<sup>PRESSPlus2</sup>

Title IX Sexual Harassment Prohibited

Sexual harassment as defined in Title IX (Title IX Sexual Harassment) is prohibited. Any person, including a District employee or agent, or student, engages in Title IX Sexual Harassment whenever that person engages in conduct on the basis of an individual’s sex that satisfies one or more of the following:<sup>PRESSPlus3</sup>

1. A District employee conditions the provision of an aid, benefit, or service on an individual’s participation in unwelcome sexual conduct;<sup>PRESSPlus4</sup> or
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s educational program or activity; or
3. *Sexual assault* as defined in 20 U.S.C. §1092(f)(6)(A)(v), *dating violence* as defined in 34 U.S.C. §12291(a)(10), *domestic violence* as defined in 34 U.S.C. §12291(a)(8), or *stalking* as defined in 34 U.S.C. §12291(a)(30).<sup>PRESSPlus5</sup>

Examples of sexual harassment include, but are not limited to, touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, spreading rumors related to a person’s alleged sexual activities, rape, sexual battery, sexual abuse, and sexual coercion.

Definitions from 34 C.F.R. §106.30

*Complainant* means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

*Education program or activity* includes locations, events, or circumstances where the District has substantial control over both the *Respondent* and the context in which alleged sexual harassment occurs.

*Formal Title IX Sexual Harassment Complaint* means a document filed by a *Complainant* or signed by the Title IX Coordinator alleging sexual harassment against a *Respondent* and requesting that the District investigate the allegation.

*Respondent* means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment.

*Supportive measures* mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the *Complainant* or the *Respondent* before or after the filing of a *Formal Title IX Sexual Harassment Complaint* or where no *Formal Title IX Sexual Harassment Complaint* has been filed.<sup>PRESSPlus6</sup>

Title IX Sexual Harassment Prevention and Response

The Superintendent or designee will ensure that the District prevents and responds to allegations of Title IX Sexual Harassment as follows:

1. Ensures that the District’s comprehensive health education program in Board policy 6:60, *Curriculum Content*, incorporates (a) age-appropriate sexual abuse and assault awareness and prevention programs in grades pre-K through 12, and (b) age-appropriate education about the warning signs, recognition, dangers, and prevention of teen dating violence in grades 7-12. This includes incorporating student social and emotional development into the District’s educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*.
2. Incorporates education and training for school staff pursuant to policy 5:100, *Staff Development Program*, and as recommended by the Superintendent, Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal,<sup>Q1</sup> Dean of Students,<sup>Q2</sup> or a Complaint Manager.<sup>PRESSPlus7</sup>
3. Notifies applicants for employment, students, parents/guardians, employees, and collective bargaining units of this policy and contact information for the Title IX Coordinator by, at a minimum, prominently displaying them on the District’s website, if any, and in each handbook made available to such persons.<sup>PRESSPlus8</sup>

## Making a Report

A person who wishes to make a report under this Title IX Sexual Harassment grievance procedure may make a report to the Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the person is comfortable speaking. [PRESSPlus9](#) A person who wishes to make a report may choose to report to a person of the same gender.

School employees shall respond to incidents of sexual harassment by promptly making or forwarding the report to the Title IX Coordinator. An employee who fails to promptly make or forward a report may be disciplined, up to and including discharge.

The Superintendent shall insert into this policy and keep current the name, office address, email address, and telephone number of the Title IX Coordinator. [PRESSPlus10](#)

### **Title IX Coordinator:**

Name

Address

Email

Telephone

## Processing and Reviewing a Report or Complaint

Upon receipt of a report, the Title IX Coordinator and/or designee will promptly contact the *Complainant* to: (1) discuss the availability of supportive measures, (2) consider the *Complainant's* wishes with respect to *supportive measures*, (3) inform the *Complainant* of the availability of *supportive measures* with or without the filing of a *Formal Title IX Sexual Harassment Complaint*, and (4) explain to the *Complainant* the process for filing a *Formal Title IX Sexual Harassment Complaint*. [PRESSPlus11](#)

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it. [PRESSPlus12](#) For any report received, the Title IX Coordinator shall review Board policies 2:260, *Uniform Grievance Procedure*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 5:120, *Employee Ethics; Conduct; and Conflict of Interest*; [PRESSPlus13](#) 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:185, *Teen Dating Violence Prohibited*; and 7:190, *Student Behavior*, to determine if the allegations in the report require further action.

Reports of alleged sexual harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational program or activity that is productive, respectful, and free of sexual harassment.

## Formal Title IX Sexual Harassment Complaint Grievance Process

When a *Formal Title IX Sexual Harassment Complaint* is filed, the Title IX Coordinator will investigate it or appoint a qualified person to undertake the investigation. [PRESSPlus14](#)

The Superintendent or designee shall implement procedures to ensure that all *Formal Title IX Sexual Harassment Complaints* are processed and reviewed according to a Title IX grievance process that fully complies with 34 C.F.R. §106.45. [PRESSPlus15](#) The District's grievance process shall, at a minimum:

1. Treat *Complainants* and *Respondents* equitably by providing remedies to a *Complainant* where the *Respondent* is determined to be responsible for sexual harassment, and by following a grievance process that complies with 34 C.F.R. §106.45 before the imposition of any disciplinary sanctions or other actions against a *Respondent*.
2. Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a *Complainant*, *Respondent*, or witness.
3. Require that any individual designated by the District as a Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process:
  - a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual *Complainant* or *Respondent*.
  - b. Receive training on the definition of sexual harassment, the scope of the District's *education program or activity*, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.

4. Require that any individual designated by the District as an investigator receiving training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
5. Require that any individual designated by the District as a decision-maker receive training on [Q3](#) issues of relevance of questions and evidence, including when questions and evidence about the *Complainant's* sexual predisposition or prior sexual behavior are not relevant.
6. Include a presumption that the *Respondent* is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
7. Include reasonably prompt timeframes for conclusion of the grievance process.
8. Describe the range of possible disciplinary sanctions and remedies the District may implement following any determination of responsibility.
9. Base all decisions upon the *preponderance of evidence* standard. [Q4](#)
10. Include the procedures and permissible bases for the *Complainant* and *Respondent* to appeal.
11. Describe the range of *supportive measures* available to *Complainants* and *Respondents*.
12. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. [PRESSPlus16](#)

### Enforcement

Any District employee who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any District student who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies. [PRESSPlus17](#) Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.

This policy does not increase or diminish the ability of the District or the parties to exercise any other rights under existing law. [PRESSPlus18](#)

### Retaliation Prohibited

The District prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation using Board policy 2:260, *Uniform Grievance Procedure*. [PRESSPlus19](#)

Any person who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

### LEGAL REF.:

20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct, and Conflict of Interest), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior)

### Questions and Answers:

\*\*\*Required Question 1. Does the District employ Assistant Principals?

**The Committee recommends YES as of 8/21/20 PC meeting.**

- Yes (default)
- No (IASB will remove Assistant Building Principal references from the policy)

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\*\*\*Required Question 2. Does the District employ a Dean of Students?

- Yes (default) **The Committee recommends NO as of 8/21/20 PC meeting.**
- No (IASB will remove Dean of Students references from the policy)

\*\*\*Required Question 3. 34 C.F.R. §106.45(b)(1) lists the basic requirements for a grievance process. While live hearings are only required for postsecondary institutions, elementary and secondary schools may choose to offer them as part of their grievance process. **Consult the board attorney if the board wants the district to use a live hearing in its grievance process.**

Will the District use a live hearing during the grievance process?

**The Committee asks for Legal Guidance on this Question "What would satisfy the District's Obligation?" 12/11/20 Brian Bare use the Default "NO" unless BOE feels otherwise.**

- No (default)
- Yes (IASB will amend #5 by inserting the following after "receive training on": "any technology to be used at a live hearing and on")

\*\*\*Required Question 4. 34 C.F.R. §106.45(b)(1)(vii) requires the Title IX sexual harassment grievance process to state the standard of evidence it will use to determine responsibility of the respondent. The standard of evidence selected must be applied "consistently to formal complaints alleging Title IX sexual harassment regardless of whether the respondent is a student or an employee." 85 Fed. Reg. 30373. This policy uses the *preponderance of the evidence* standard, not the *clear and convincing evidence* standard. *Preponderance of evidence* is a standard used in civil cases. It means "the greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force." See *Black's LawDictionary, 11th ed. 2019*. *Preponderance of the evidence* is the standard used in sample policy 2:260, *Uniform Grievance Procedure*. *Clear and convincing* is a higher standard, requiring more than *preponderance of the evidence* but less than proof beyond a reasonable doubt. It means "evidence indicating that the thing to be proved is highly probable or reasonably certain." See *Black's LawDictionary, 11th ed. 2019*. **Consult the board attorney regarding the appropriate standard for the district, as well as implications if a different standard is used in this policy than in 2:260, Uniform Grievance Procedure.** Ensure the same standard of evidence is used in the district's implemented administrative procedure 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*.

Which standard of proof has the Board adopted for policy 2:265?

**The Committee asks for Legal Guidance on this Question. "What would satisfy the District's Obligation?"**

- Preponderance of evidence (default) **at 12/11/20 PC Mtg Committee asked for BOE review and input.**
- Clear and convincing evidence (IASB will replace "preponderance of" with "clear and convincing")

**PRESSPlus Comments** **February 9, 2021 Legal Counsel stated: Thus, for consistency, and as I noted in my earlier email, I would recommend using the "preponderance of the evidence" standard for Policy 2:265**

PRESSPlus 1. The final Title IX regulations are eff. 8-14-20; however, their complexity and scope means that districts are unlikely to finalize policies until after the effective date. It is important for school officials to discuss Title IX requirements with their board attorneys, to ensure full implementation and to reduce risks based on Title IX's intersection with local and State laws and regulations. See the **PRESS** Issue 105 Update Memo, available at **PRESS** Online by logging in at [www.iasb.com](http://www.iasb.com), for more information. **Issue 105, August 2020**

PRESSPlus 2. Title IX of the Education Amendments of 1972 (Title IX)(20 U.S.C. §1681 *et seq.*) requires this subject matter be covered by policy and controls this policy's content. This policy contains items on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. Employee grievance procedures are a mandatory subject of bargaining and cannot be changed without the employee exclusive representative's consent. This policy and its companion policy 2:260, *Uniform Grievance Procedure*, are in addition to, and not a substitute for, the employee grievance procedure contained in a collective bargaining agreement.

For the sake of consistency and ease of administration, this policy addresses only Title IX sexual harassment grievances, except those contained in collective bargaining agreements. See the cross references for the policies referring to this Title IX sexual harassment grievance procedure policy.

A district must have at least one policy explicitly stating it does not discriminate on the basis of sex in its education programs or activities under Title IX and its implementation regulations (34 C.F.R. Part 106). 34 C.F.R. §106.8(b)(1). Title IX jurisdiction is geographically limited to discrimination against a person in the United States. 34 C.F.R. §106.8(d). Though all complaints of sexual harassment may not constitute sexual harassment under Title IX, Title IX's reach is broad because an alleged complainant or alleged respondent may be *anyone* in the District's educational program or activity in the United States – 145 including applicants for employment, students, parents/guardians, any employee, and third parties. **Issue 105, August 2020**

PRESSPlus 3. 34 C.F.R. §106.30. The definition of *sexual harassment* in the policy and in Title IX includes *unwelcome* conduct. Id. However, case law does not always distinguish between *welcome* and *unwelcome* conduct. See Mary M. v. North Lawrence Community Sch. Corp., 131 F.3d 1220 (7th Cir. 1997) (8th grade student did not need to show that a school employee's sexual advances were *unwelcome* in order to prove sexual harassment). **Issue 105, August 2020**

PRESSPlus 4. 34 C.F.R. §106.30. This behavior is commonly called *quid pro quo* sexual harassment. See 85 Fed. Reg. 30036, f/n 94. By using the term *individual*, Title IX regulations do not limit *quid pro quo* sexual harassment to situations where the provision of an aid, benefit or service by an employee is conditioned on a current *student's* participation in unwelcome sexual conduct. By way of example, *quid pro quo* Title IX sexual harassment involving an employee and an individual other than a current student may be implicated when: an employee tells a former student she can only get a letter of recommendation if she participates in unwelcome sexual conduct; an employee selects a volunteer for a coveted field trip chaperone position if he participates in unwelcome sexual conduct; or a supervisory employee subjects a subordinate employee to unwelcome sexual conduct in exchange for a promotion. **Issue 105, August 2020**

PRESSPlus 5. See sample exhibit 2:265-E, *Title IX Sexual Harassment Glossary of Terms*, available at **PRESS** Online by logging in at [www.iasb.com](http://www.iasb.com), for these definitions and other definitions of italicized terms in this policy. **Issue 105, August 2020**

PRESSPlus 6. See sample administrative procedure 2:265-AP1, *Title IX Sexual Harassment Response*, available at **PRESS** Online by logging in at [www.iasb.com](http://www.iasb.com), for further discussion of supportive measures. **Issue 105, August 2020**

PRESSPlus 7. If the Board's policy 5:100, *Staff Development Program*, does not include the paragraphs listing trainings (from footnote 4 of sample policy 5:100), IASB will remove the phrase ~~pursuant to policy 5:100, Staff Development Program~~, and. **Issue 105, August 2020**

PRESSPlus 8. A district must prominently display its Title IX non-discrimination policies (policy 2:260, *Uniform Grievance Procedure*, and this policy 2:265, *Title IX Sexual Harassment Grievance Procedure*) and contact information for its Title IX coordinator(s) on its website, if any, and in each handbook made available to students, applicants for employment, parents/guardians, employees, and collective bargaining units. 34 C.F.R. §106.8(a) and (b). Notifications must state that nondiscrimination extends to employment, and that inquiries about the application of Title IX and its regulations may be referred to the district's Title IX coordinator, to the U.S. Dept. of Education's Assistant Secretary of Education, or both. 34 C.F.R. §106.8(b). See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, available at **PRESS** Online by logging in at [www.iasb.com](http://www.iasb.com). **Issue 105, August 2020**

PRESSPlus 9. Using "or any employee with whom the Complainant is comfortable speaking" ensures Title IX compliance because Title IX deems "any employee" of an elementary or secondary school who has notice of sexual harassment or allegations of sexual harassment to have *actual knowledge*. Therefore, a report to any employee triggers a district's duty to respond. 34 C.F.R. §106.30. This policy contains an item upon which collective bargaining may be required. Any policy that impacts wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. **Issue 105, August 2020**

PRESSPlus 10. Title IX regulations require districts to designate and authorize at least one employee to coordinate its efforts to comply with Title IX and to refer to that employee as the *Title IX Coordinator*. 34 C.F.R. §106.8(a). Districts must identify the Title IX coordinator by name, office address, email address, and telephone number. A district's nondiscrimination coordinator often also serves as its Title IX coordinator. See policy 2:260, *Uniform Grievance Procedure*.

While the names and contact information are required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the names and contact information when necessary. It is important for updated names and contact information to be inserted into this policy and regularly monitored. **Issue 105, August 2020**

PRESSPlus 11. Required by 34 C.F.R. §106.44(a) and (b) regardless of whether a formal Title IX sexual harassment complaint is filed. **Issue 105, August 2020**

PRESSPlus 12. See sample exhibit 2:265-E, *Title IX Sexual Harassment Glossary of Terms*, available at **PRESS** Online by logging in at [www.iasb.com](http://www.iasb.com), for a discussion of Title IX sexual harassment and non-Title IX sexual harassment. Consult the board attorney for further guidance. **Issue 105, August 2020**

PRESSPlus 13. See also sample administrative procedure 5:120-AP2, *Employee Conduct Standards*, available at **PRESS** Online by logging in at [www.iasb.com](http://www.iasb.com). **Issue 105, August 2020**

PRESSPlus 14. This policy gives Title IX coordinators the flexibility to appoint another qualified individual to conduct an investigation. This may be appropriate when the neutrality or efficacy of the Title IX coordinator is an issue, and/or where the district wishes to have the expertise that an in-house or outside attorney may afford to an investigation. Alternative appointments are often made in consultation with the superintendent or other district-level administrator (except in cases involving complaints about those individuals) and the board attorney. If a complaint involves the superintendent or other district-level administrator, alternative appointments are often made in consultation with the board and the board attorney. **Issue 105, August 2020**

PRESSPlus 15. See sample administrative procedures 2:265-AP1, *Title IX Sexual Harassment Response*, and 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*, available at **PRESS** Online by logging in at [www.iasb.com](http://www.iasb.com). **Issue 105, August 2020**

PRESSPlus 16. Examples of legally-recognized privileges include attorney-client privilege, doctor-patient privilege, and spousal privilege. See 85 Fed. Reg. 30277. **Issue 105, August 2020**

PRESSPlus 17. See policies 7:190, *Student Behavior*, and 7:230, *Misconduct by Students with Disabilities*. See also policies 7:200, *Suspension Procedures*, and 7:210, *Expulsion Procedures*, for due process requirements when student suspension or expulsion is recommended following a determination of responsibility for Title IX sexual harassment. **Issue 105, August 2020**

PRESSPlus 18. Examples of rights the district or parties may exercise ancillary to this Title IX sexual harassment grievance procedure include, but are not limited to: disciplinary processes for suspensions and expulsions of students under 105 ILCS 5/10-22.6; tenured teacher dismissal proceedings under 105 ILCS 5/24-12; any other pre-termination process required by an applicable collective bargaining agreement, employment policy or procedure, or employment contract; and student appeal of a sex equity grievance decision under 23 Ill. Admin. Code §200.40 (see policy 7:10, *Equal Educational Opportunities*). **Issue 105, August 2020**

PRESSPlus 19. Retaliation complaints must be processed under policy 2:260, *Uniform Grievance Procedure*, because they are covered under the district's grievance procedure for resolving non-sexual harassment Title IX complaints. See 34 C.F.R. §106.8(c). Title IX sexual harassment regulations state that "[c]omplaints alleging retaliation may be filed according to the grievance procedures for sex discrimination required to be adopted under §106.8(c)." 34 C.F.R. §106.71. **Issue 105, August 2020**

# IASB SUGGESTED LANGUAGE AS SHOWN

August 2020

2:265-AP1

## School Board

### Administrative Procedure – Title IX Sexual Harassment Response 1

The District responds to all reports of alleged sexual harassment in violation of Title IX regardless of whether the Complainant or Title IX Coordinator<sup>2</sup> pursues a Formal Title IX Sexual Harassment Complaint. Use this procedure to implement the District’s required response to reports of sexual harassment that may violate Title IX.

Responses must include: Training, Reporting, an Initial Meeting with the Complainant and Complaint Analysis, Consideration of a Formal Title IX Sexual Harassment Complaint, Consideration of Removal of the Respondent, and Recordkeeping. Procedures for each of these responses are outlined below.

Formal Title IX Sexual Harassment Complaints are processed using 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*.

#### Glossary of Terms

Use exhibit 2:265-E, *Title IX Sexual Harassment Glossary of Terms*, in conjunction with this procedure.

#### Training

Actor	Action
Superintendent or Designee	Ensures: <ol style="list-style-type: none"><li>1. All District employees<sup>3</sup> receive training on the definition of sexual harassment, the scope of the District’s education program or activity, all relevant District policies and procedures, and the necessity to promptly forward all reports of sexual harassment to the Title IX Coordinator.</li><li>2. An individual designated by the District as a Title IX Coordinator, investigator, decision-maker (including the Initial Decision-Maker and Appellate Decision-Maker), or informal resolution process facilitator receives training on the definition of sexual harassment, the scope of the District’s education program or activity, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.</li><li>3. Title IX investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.</li></ol>

The footnotes should be removed before the material is used.

<sup>1</sup> Customize this sample Title IX sexual harassment response to ensure alignment with the district’s policies, procedures, and practices.

<sup>2</sup> At least one employee must be designated as the Title IX Coordinator. 34 C.F.R. §106.8(a).

<sup>3</sup> Though not required by Title IX regulations, “elementary and secondary schools may choose to train non-employees such as volunteers about how to report sexual harassment or require volunteers to do so...and such schools would not face expanded Title IX liability by doing so.” 85 Fed. Reg. 30119. Consult the board attorney about this issue.

Actor	Action
	<p>4. Title IX decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the Complainant’s sexual predisposition or prior sexual behavior are not relevant to the allegations.</p> <p>5. Public availability of all training materials for the Title IX Coordinator, investigators, decision-makers, and any informal resolution facilitators<sup>4</sup> by posting them on the District’s website, if any, or otherwise making them available upon request for inspection by members of the public. 34 C.F.R. §106.45(b)(10)(i)(D). See 2:250-E2, <i>Immediately Available District Public Records and Web-Posted Reports and Records</i>.</p>

Reporting

Actor	Action
All District employees	<p>Upon receiving knowledge of a sexual harassment allegation:</p> <ol style="list-style-type: none"> <li>1. Immediately report a suspicion of child abuse or neglect to the Ill. Dept. of Children and Family Services on its Child Abuse Hotline 1-800-25-Abuse (1-800-252-2873 (within Illinois); 1-217-524-2606 (outside Illinois); or 1-800-358-5117 (TTY)).</li> <li>2. Promptly forward all reports of sexual harassment to the Title IX Coordinator.</li> </ol> <p><b>Note:</b> Employees may receive knowledge of a sexual harassment allegation via an anonymous report. 85 Fed. Reg. 30132.</p>

Initial Meeting with the Complainant; Complaint Analysis

Actor	Action
Title IX Coordinator	<p>Upon receiving knowledge of a sexual harassment allegation, promptly contacts the Complainant to (34 C.F.R. §106.44(a)):</p> <ol style="list-style-type: none"> <li>1. Discuss the availability of supportive measures;</li> <li>2. Consider the Complainant’s wishes with respect to supportive measures;</li> </ol> <p><b>Note:</b> If a Complainant desires supportive measures, the District should keep the Complainant’s identity confidential (including from the Respondent) unless disclosing the Complainant’s identity is necessary to provide a particular supportive measure, e.g., no contact order. 85 Fed. Reg. 30133.</p>

The footnotes should be removed before the material is used.

<sup>4</sup> Naming only the training provider and course does not meet this requirement. See 85 Fed. Reg. 30254. Consult the board attorney regarding this requirement; making training materials of third-party consultants publicly available may violate their intellectual property rights. The DOE acknowledged the potential for intellectual property violations, suggesting that districts either “secure permission from the consultant to publish the training materials” or create their own training materials. 85 Fed. Reg. 30412.

	<p>3. Inform the Complainant that supportive measures are available regardless of whether the Complainant files a Formal Title IX Sexual Harassment Complaint; and</p> <p>4. Explain to the Complainant the process for filing a Formal Title IX Sexual Harassment Complaint, including 2:265-AP2, <i>Formal Title IX Sexual Harassment Complaint Grievance Process</i>.</p> <p>Maintains the confidentiality of the sexual harassment allegation, to the greatest extent practicable.</p> <p>Analyzes the sexual harassment allegation under the following Board policies:</p> <ul style="list-style-type: none"> <li>• 2:260, <i>Uniform Grievance Procedure</i></li> <li>• 5:20, <i>Workplace Harassment Prohibited</i></li> <li>• 5:90, <i>Abused and Neglected Child Reporting</i></li> <li>• 5:120, <i>Employee Ethics; Conduct; and Conflict of Interest</i></li> <li>• 7:20, <i>Harassment of Students Prohibited</i></li> <li>• 7:180, <i>Prevention of and Response to Bullying, Intimidation, and Harassment</i></li> <li>• 7:185, <i>Teen Dating Violence Prohibited</i></li> <li>• 7:190, <i>Student Behavior</i></li> </ul> <p>Answers the following questions:</p> <ol style="list-style-type: none"> <li>1. Does another appropriate method exist for processing and reviewing the sexual harassment allegation?</li> <li>2. If yes, does that other method govern the District’s response in addition to or at the exclusion of policy 2:265, <i>Title IX Sexual Harassment Grievance Procedure</i>?</li> </ol> <p>See 2:265-E, <i>Title IX Sexual Harassment Glossary of Terms</i>, for a discussion of sexual harassment governed by laws other than Title IX. Consult the board attorney for guidance.</p>
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Consideration of a Formal Title IX Sexual Harassment Complaint

A Formal Title IX Sexual Harassment Complaint may be filed by the Complainant with the Title IX Coordinator in person, by mail, or by email, by using the contact information required to be listed for the Title IX Coordinator under 34 C.F.R. §106.8(a), and by any additional method designated by the District. The Formal Title IX Sexual Harassment Complainant must contain the Complainant’s physical or digital signature, or otherwise indicate that the Complainant is the person filing it.

When the Title IX Coordinator signs<sup>5</sup> a Formal Title IX Sexual Harassment Complaint, the Title IX Coordinator is not a Complainant or otherwise a party under 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*. 34 C.F.R. §106.30.

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The footnotes should be removed before the material is used.

<sup>5</sup> Additionally, a Title IX coordinator who *signs* (instead of *files*) a formal Title IX sexual harassment complaint does not create a conflict of interest with the *respondent*. 85 Fed. Reg. 30216.

Actor	Action
Title IX Coordinator	<p><b>When a Complainant Does NOT File a Formal Title IX Sexual Harassment Complaint:</b></p> <p>Assesses the sexual harassment allegation to determine whether the circumstances justify overriding the Complainant’s choice and signing a Formal Title IX Sexual Harassment Complaint.</p> <p>“If a grievance process is initiated against the wishes of the complainant, that decision should be reached thoughtfully and intentionally by the Title IX Coordinator [and] not [be] an automatic result that occurs any time [the District] has notice that a complainant was allegedly victimized by sexual harassment.” 85 Fed. Reg. 30131. Consult the board attorney for guidance.</p> <p>The District’s Every Student Succeeds Act (ESSA) obligations may require the Title IX Coordinator to sign a Formal Title IX Sexual Harassment Complaint initiating a grievance process against an employee-respondent, even when the Complainant does not wish to file a Formal Title IX Sexual Harassment Complaint;<sup>6</sup> e.g., the District wishes to investigate allegations in order to determine whether it has probable cause of employee sexual misconduct that affect its ESSA obligations.<sup>7</sup></p> <p><b>When a Complainant Files, or the Title IX Coordinator Signs, a Formal Title IX Sexual Harassment Complaint:</b></p> <p>Proceeds to and follows 2:265-AP2, <i>Formal Title IX Sexual Harassment Complaint Grievance Process</i>, in conjunction with any response required by this procedure.</p>

Consideration of Removal of the Respondent

Actor	Action
Title IX Coordinator	<p><b>Emergency Removal of Respondent-Student:</b></p> <p>If the Respondent is an identified student, considers whether the Respondent-student should be removed from the District’s education program or activity on an emergency basis in accordance with 34 C.F.R. §106.44(c).</p> <p>Before removing a Respondent-student on an emergency basis, conducts an individualized safety and risk analysis to determine whether removal is justified by an immediate threat to the physical health or safety of any student or other individual arising from the sexual harassment allegations. See 4:190-AP2, <i>Threat Assessment Team (TAT)</i>.</p> <p>If the Respondent-student is removed on an emergency basis:</p>

The footnotes should be removed before the material is used.

<sup>6</sup> 85 Fed. Reg. 30192; 20 U.S.C. §7926 (Every Student Succeeds Act).

<sup>7</sup> *Id.* See also *ESSA Dear Colleague Letter on ESEA Section 8546 Requirements*, DOE Office of Elementary and Secondary Education (June 27, 2018), at: [www2.ed.gov/policy/elsec/leg/essa/section8546dearcolleagueletter.pdf](http://www2.ed.gov/policy/elsec/leg/essa/section8546dearcolleagueletter.pdf).

	<ol style="list-style-type: none"> <li>1. Provides the Respondent-student with written<sup>8</sup> notice and an opportunity to challenge the decision immediately<sup>9</sup> following the removal; and</li> <li>2. Follows requirements set forth in 105 ILCS 5/10-22.6.</li> </ol> <p><b>Administrative Leave for Respondent-Employee:</b></p> <p>If the Respondent is identified and is a non-student employee, in conjunction with the Assistant Superintendent for Human Resources, considers whether the Respondent-employee should be placed on administrative leave in accordance with 34 C.F.R. §106.44(d), relevant District policies and procedures, and any applicable collective bargaining agreements. See Board policies 5:240, <i>Suspension</i>, and 5:290, <i>Employment Termination and Suspensions</i>.</p> <p><b>Note:</b> While Title IX regulations do not impose a time limit on the duration of an emergency removal (85 Fed. Reg. 30230), time limits may apply based upon District policies and procedures, any applicable collective bargaining agreements, and other laws and regulations, e.g., the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, 105 ILCS 5/10-22.6.</p>
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Recordkeeping

Actor	Action
Title IX Coordinator	<p>Creates and maintains, for a period of at least seven years, records of any actions and supportive measures taken and provided in response to the report of sexual harassment, regardless of whether a Formal Title IX Sexual Harassment Complaint was filed. 34 C.F.R. §106.45(b)(10)(ii). Ensures that records document:</p> <ol style="list-style-type: none"> <li>1. Why the District’s response to the sexual harassment allegation was not deliberately indifferent, e.g., was deliberately concerned and appropriate;</li> <li>2. The supportive measures the District took to restore or preserve equal access to its education program or activity; and</li> <li>3. If the District did not provide Complainant with supportive measures, why not providing them was clearly reasonable in light of the circumstances. <i>Id.</i></li> </ol> <p>See 5:150, <i>Personnel Records</i>, and 5:150-AP, <i>Personnel Records</i>, addressing the identification, storage, and access to personnel records.</p> <p>See 7:340, <i>Student Records</i>, along with 7:340-AP1, <i>School Student Records</i>, and 7:340-AP2, <i>Storage and Destruction of School Student Records</i>, addressing the District’s legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records.</p>

The footnotes should be removed before the material is used.

<sup>8</sup> While Title IX regulations do not require written notice to the respondent (85 Fed. Reg. 30234), most attorneys agree providing written notice is a best practice. If the district does not want to provide written notice, delete “written.”

<sup>9</sup> *Immediately* is fact-specific, and is generally understood in the context of a legal process to mean occurring without delay, as soon as possible, or given the circumstances.” 85 Fed. Reg. 30229.

# IASB SUGGESTED LANGUAGE AS SHOWN

August 2020

2:265-AP2

## School Board

### Administrative Procedure – Formal Title IX Sexual Harassment Complaint Grievance Process 1

This procedure implements the District’s investigation and response process to a Formal Title IX Sexual Harassment Complaint after a decision to pursue one has been made using 2:265-AP1, *Title IX Sexual Harassment Response*. See 34 C.F.R. Part 106. Use this procedure to comply with 34 C.F.R. §106.45, *Grievance process for formal complaints of sexual harassment*. Use exhibit 2:265-E, *Title IX Sexual Harassment Glossary of Terms*, in conjunction with this procedure.

This procedure contains a **Table of Contents** and lettered **Sections**.

#### Table of Contents

- A. Overview of 34 C.F.R. §106.45 Grievance Process
- B. Notice of Allegations
- C. Consolidation of Formal Title IX Sexual Harassment Complaints
- D. Dismissal of Formal Title IX Sexual Harassment Complaint
- E. Informal Resolution of Formal Title IX Sexual Harassment Complaint
- F. Investigation of Formal Title IX Sexual Harassment Complaint
- G. Determination Regarding Responsibility; Remedies
- H. Appeals
- I. Recordkeeping

#### Sections

##### **A. Overview of 34 C.F.R. §106.45 Grievance Process**

The District treats Complainants and Respondents engaging in the Formal Title IX Sexual Harassment Complaint Grievance Process (Grievance Process) equitably and adheres to the following guidelines:

1. Presumption of Non-Responsibility. The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Grievance Process. 34 C.F.R. §106.45(b)(1)(iv).
2. Grievance Process Required Before Imposing Sanctions. The District complies with this Grievance Process before imposing any disciplinary sanctions or other actions against a Respondent. 34 C.F.R. §106.45(b)(1)(i).
3. Supportive Measures.<sup>2</sup> The District may provide counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work<sup>3</sup> locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar

**The footnotes should be removed before the material is used.**

<sup>1</sup> This sample Title IX sexual harassment grievance process must be customized to assure alignment with the district’s policies, procedures, and practices.

<sup>2</sup> Customize this list to reflect locally available supportive measures.

<sup>3</sup> For districts with residential facilities, insert “or housing” here.

measures to Complainants and/or Respondents. 34 C.F.R. §106.45(b)(1)(ix). See 2:265-E, *Title IX Sexual Harassment Glossary of Terms*, for the definition of *supportive measures*.

4. Evidence Considered. All relevant evidence – including both inculpatory and exculpatory evidence – is objectively evaluated. Credibility determinations are not based on a person’s status as a Complainant, Respondent, or witness. The District does not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, e.g., attorney-client privilege, doctor-patient privilege, or spousal privilege, unless the person holding such privilege has waived the privilege. 34 C.F.R. §106.45(b)(1)(ii) and (x).
5. Standard of Proof. All determinations are based upon the *preponderance of evidence* standard. 34 C.F.R. §106.45(b)(1)(vii). <sup>4</sup>
6. Right to Appeal. Each party may appeal any determination as described in **Section H. Appeals**, below. 34 C.F.R. §106.45(b)(1)(viii); 34 C.F.R. §106.45(b)(8)(i).
7. Timeline. This Grievance Process is concluded within 90 school business days<sup>5</sup> after receipt of a Formal Title IX Sexual Harassment Complaint. As used in this Grievance Process, *school business days* means days on which the District’s main office is open. For good cause, this Grievance Process may be temporarily delayed or extended for a limited time only if the Complainant and the Respondent are provided written notice of the delay/extension and the reasons for it. Good cause may include: the absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. 34 C.F.R. §106.45(b)(1)(v).
8. Disciplinary Sanctions and Remedies. Following a determination of responsibility, the District may implement recommended disciplinary sanctions, up to and including: discharge, for a Respondent-employee; expulsion, for a Respondent-student; and termination of any existing contracts and/or prohibition from District property and activities, for a third-party Respondent. 34 C.F.R. §106.45(b)(1)(vi).

Where a determination of responsibility for sexual harassment is made against a Respondent, remedies designed to restore or preserve equal access to the District’s education program or activities are provided to a Complainant. Remedies may include the same individualized services described in Supportive Measures, above. Unlike Supportive Measures, however, remedies may be disciplinary or punitive, and they may burden the Respondent. 34 C.F.R. §106.45(b)(1)(i). The District may implement remedies up to and including the recommended disciplinary sanctions described above. 34 C.F.R. §106.45(b)(1)(vi).

9. Training Requirements. The District ensures certain training requirements are met. At a minimum, any individual designated by the District as a Title IX Coordinator, investigator, decision-maker (including the Initial Decision-Maker and Appellate Decision-Maker), or any person designated by the District to facilitate an informal resolution process will:

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The footnotes should be removed before the material is used.

<sup>4</sup> See f/n 26 in sample policy 2:265, *Title IX Sexual Harassment Grievance Procedure*. Ensure the same standard of proof used in that policy is used here.

<sup>5</sup> The method of calculation may be customized locally. This sample uses school business days. If the district uses a different calculation method, e.g., calendar days, insert it. 85 Fed. Reg. 30188. The formal Title IX sexual harassment complaint grievance process must include “reasonably prompt time frames for [their] conclusion, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the recipient offers informal resolution processes.” 34 C.F.R. §106.45(b)(1)(v). **Consult with the board attorney to determine the most appropriate timeline for the district.**

- a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual Complainant or Respondent; and
- b. Receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and Grievance Process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially (including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias).

Any individual designated by the District as an investigator receives training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Any individual designated by the District as a decision-maker receives training on issues of relevance of questions and evidence, including training about when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant to the allegations. 34 C.F.R. §106.45(b)(1)(iii).

## **B. Notice of Allegations**

Upon signing a Formal Title IX Sexual Harassment Complaint or receiving a Formal Title IX Sexual Harassment Complaint filed by a Complainant, the Title IX Coordinator:

1. Provides written notice to all known parties of the following information: <sup>6</sup>
  - a. This procedure 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*, including any available informal resolution process.
  - b. The allegations of sexual harassment potentially constituting Title IX sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting Title IX sexual harassment, and the date and location of the alleged incident, if known.
  - c. That the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the Grievance Process.
  - d. That all parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
  - e. That all parties may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Title IX Sexual Harassment Complaint (including evidence the District does not intend to rely on in determining responsibility, and inculpatory or exculpatory evidence) so that each party can meaningfully respond to the evidence before the investigation concludes.
  - f. That the District's behavior policies prohibit knowingly making false statements or knowingly submitting false information during the Grievance Process.
2. Provides a second written notice to all known parties if, during the investigation, the District decides to investigate allegations not included in the first written notice.

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The footnotes should be removed before the material is used.

<sup>6</sup> 34 C.F.R. §106.45(b)(2).

3. Decides whether to personally conduct the investigation or appoint a qualified investigator. If the Title IX Coordinator appoints a qualified investigator, provides written notice of the appointment to the Investigator.<sup>7</sup>

#### When the Complainant's Identity Is Unknown

If the Complainant's identity is unknown, e.g., where a third party reports that a Complainant was victimized by sexual harassment but does not reveal the Complainant's identity, or a Complainant reports anonymously, the Grievance Process may proceed if the Title IX Coordinator determines it is necessary to sign a Formal Title IX Sexual Harassment Complaint, even though the written notice provided in **Section B.1**, above, will not include the Complainant's identity. 85 Fed. Reg. 30133. If the Complainant's identity is later discovered, the Title IX Coordinator provides another written notice to the parties. *Id.* at f/n 594.

#### When the Respondent's Identity is Unknown

If the Respondent's identity is unknown, e.g. where a Complainant does not know the Respondent's identity, the Grievance Process shall proceed because an investigation might reveal the Respondent's identity, even though the written notice provided in **Section B.1**, above, will not include the Respondent's identity. If the Respondent's identity is later discovered, the Title IX Coordinator provides another written notice to the parties. 85 Fed. Reg. 30138.

### **C. Consolidation of Formal Title IX Sexual Harassment Complaints**

When the allegations of sexual harassment arise out of the same facts or circumstances, the Title IX Coordinator may consolidate Formal Title IX Sexual Harassment Complaints alleging sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party. 34 C.F.R. §106.45(b)(4).

### **D. Dismissal of Formal Title IX Sexual Harassment Complaint**

After an investigation, if the Title IX Coordinator determines that the conduct alleged would not constitute Title IX sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the Title IX Coordinator dismisses the Formal Title IX Sexual Harassment Complaint with regard to that conduct for purposes of Title IX sexual harassment only. Such a dismissal does not preclude action under another applicable District policy or procedure.

At any time during the investigation, the Title IX Coordinator may dismiss the Formal Title IX Sexual Harassment Complaint, or any allegations contained in it, if any of the following occur:

1. The Complainant notifies the Title IX Coordinator in writing that he or she wants to withdraw the Formal Title IX Sexual Harassment Complaint or any allegations contained in it;
2. The Respondent is no longer enrolled or employed by the District; or
3. Specific circumstances prevent the District from gathering enough evidence to reach a determination as to the Formal Title IX Sexual Harassment Complaint or allegations in it.

Upon dismissal, the Title IX Coordinator promptly sends simultaneous written notice to the parties of the dismissal, reason(s) for the dismissal, and the right to appeal the dismissal. 34 C.F.R. §106.45(b)(3).

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The footnotes should be removed before the material is used.

<sup>7</sup> Optional. Many attorneys agree written notice is a best practice. Delete this sentence if the district will not provide written notice of the appointment to the Investigator.

**E. Informal Resolution of Formal Title IX Sexual Harassment Complaint <sup>8</sup>**

At any time prior to reaching a determination regarding responsibility, the District may facilitate informal resolution of a Formal Title IX Sexual Harassment Complaint, such as mediation, that does not involve a full investigation and adjudication, provided that the District (34 C.F.R. §106.45(b)(9)):

1. Provides the parties written notice disclosing:
  - a. The allegations;
  - b. Informal resolution process requirements, including the circumstances where parties are precluded from resuming a Formal Title IX Sexual Harassment Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Grievance Process for the Formal Title IX Sexual Harassment Complaint; and
  - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. Obtains the parties’ voluntary, written consent to the informal resolution process; and
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

**F. Investigation of Formal Title IX Sexual Harassment Complaint**

The Investigator or Title IX Coordinator follows these steps when investigating the allegations in a Formal Title IX Sexual Harassment Complaint.

<b>Actor</b>	<b>Action</b>
Investigator or Title IX Coordinator	During an investigation and throughout the Grievance Process (34 C.F.R. §106.45(b)(5)): <ol style="list-style-type: none"><li>1. Ensures that the burden of proof and burden of gathering evidence rest on the District and not the parties involved. 34 C.F.R. §106.45(b)(5)(i).</li><li>2. Provides an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. 34 C.F.R. §106.45(b)(5)(ii).</li><li>3. Refrains from restricting the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. 34 C.F.R. §106.45(b)(5)(iii).</li><li>4. Provides the parties the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice (who may, but is not required to, be an attorney). 34 C.F.R. §106.45(b)(5)(iv). <sup>9</sup></li></ol>

The footnotes should be removed before the material is used.

<sup>8</sup> Informal resolution may be offered only if a Formal Title IX Sexual Harassment Complaint is filed. 34 C.F.R. §106.45(b)(9).

<sup>9</sup> While the district cannot limit the choice or presence of an advisor for any party, it can restrict the extent to which the advisor may participate in the proceedings if its restrictions apply equally to both parties. 34 C.F.R. §106.45(b)(5)(iv).

Actor	Action
	<p>5. Provides, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate. 34 C.F.R. §106.45(b)(5)(v).</p> <p>6. Provides the parties an equal opportunity to inspect and review any evidence obtained during the investigation that is directly related to the Formal Title IX Sexual Harassment Complaint’s allegations (including evidence the District does not intend to rely on in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence). 34 C.F.R. §106.45(b)(5)(vi).</p> <p>7. Prior to the completion of the investigative report, sends to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy and provides each party with 10 school business days to submit a written response. <u>Id.</u></p> <p>8. Upon receipt of a party’s written response to the evidence, reviews the response and sends a copy to the other party in an electronic format or a hard copy.</p> <p>Prepares an investigative report summarizing all relevant evidence. 34 C.F.R. §106.45(b)(5)(vii).</p> <p>Sends to each party and the party’s advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response. <u>Id.</u></p> <p style="padding-left: 40px;"><b>Note:</b> This step must occur at least 10 school business days before the Initial Decision-Maker’s determination regarding responsibility. <u>Id.</u></p> <p>At the conclusion of the investigation, sends to the Initial Decision-Maker in an electronic format or hard copy:</p> <ol style="list-style-type: none"> <li>1. The Formal Title IX Sexual Harassment Complaint;</li> <li>2. All evidence gathered during the investigation that is directly related to the Formal Title IX Sexual Harassment Complaint’s allegations (including evidence the District does not intend to rely on in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence); and</li> <li>3. The investigative report.</li> </ol>

**G. Determination Regarding Responsibility; Remedies**

Initial Decision-Maker	<p>The Superintendent or designee acts as the Initial Decision-Maker for all Formal Title IX Sexual Harassment Complaints, unless it involves allegations against the Superintendent or designee or against a Board Member. In such cases, an outside consultant, e.g., an attorney or retired school administrator, acts as the Initial Decision-Maker.</p> <p><b>Reviews Investigative Report and Corresponding Materials; Opportunity for Parties to Submit Questions</b></p> <p>Reviews all materials received from the Investigator.</p>
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	<p>Provides the parties with written notice of the opportunity to submit, through the Initial Decision-Maker, written, relevant questions that a party wants asked of any party or witness. 34 C.F.R. §106.45(b)(6)(ii). In the written notice, informs the parties that:</p> <ol style="list-style-type: none"> <li>1. Questions and evidence about the Complainant’s sexual predisposition or prior sexual behavior are not relevant, unless they: are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant; or concern specific incidents of the Complainant’s prior sexual behavior with respect to the Respondent and are offered to prove consent. <u>Id.</u></li> <li>2. Any questions must be submitted to the Initial Decision-Maker within five (5) school business days. <sup>10</sup></li> </ol> <p>Reviews any questions received from each party for submission to any party or witness.</p> <p>Determines which questions to forward to any party or witness for answers. If any proposed questions are excluded as not relevant, provides the proposing party with a written explanation of the decision to exclude a question as not relevant. <u>Id.</u></p> <p>Forwards relevant questions to any party or witness with instructions to submit answers to the Initial Decision-Maker within five (5) school business days. <sup>11</sup></p> <p>Upon receipt of answers to questions, provides each party with copies of them. <u>Id.</u></p> <p>Provides the parties with written notice of the opportunity to submit, through the Initial Decision-Maker, additional, limited follow-up written, questions that a party wants asked of any party or witness. <u>Id.</u> Informs the parties that any questions must be submitted to the Initial Decision-Maker within five (5) school business days. <sup>12</sup></p> <p>Upon receipt of answers to the additional questions, provides each party with copies of them. <u>Id.</u></p> <p><b>Determination and Written Notice of Determination</b></p> <p>Basing all decisions on the <i>preponderance of evidence</i><sup>13</sup> standard, simultaneously issues to the parties a written determination regarding responsibility that (34 C.F.R. §106.45(b)(7)(ii)):</p> <ol style="list-style-type: none"> <li>1. Identifies the allegations potentially constituting Title IX sexual harassment;</li> <li>2. Describes the procedural steps taken from the receipt of the Formal Title IX Sexual Harassment Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;</li> </ol>
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The footnotes should be removed before the material is used.

<sup>10</sup> See f/n 5, above.

<sup>11</sup> Id.

<sup>12</sup> Id.

<sup>13</sup> See f/n 4, above.

	<ol style="list-style-type: none"> <li>3. Contains findings of fact supporting the determination;</li> <li>4. Contains conclusions regarding the application of the District’s policies and procedures to the facts;</li> <li>5. Contains a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any recommended<sup>14</sup> disciplinary sanctions for the District to impose on the Respondent, and whether remedies designed to restore or preserve equal access to the District’s education program or activity will be provided by the District to the Complainant; and</li> <li>6. Outlines the District’s procedures and permissible bases for the Complainant and Respondent to appeal.</li> </ol>
Title IX Coordinator	Implements any remedies for the Complainant as ordered by the Initial Decision-Maker. 34 C.F.R. §106.45(b)(7)(iv).

## H. Appeals

The determination regarding responsibility becomes final either on the date that the Appellate Decision-Maker provides the parties with the written decision of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely. 34 C.F.R. §106.45(b)(7)(iii).

Actor	Action
Complainant or Respondent	<p>Within 10 school business days<sup>15</sup> after receiving the either the Initial Decision-Maker’s written determination regarding responsibility or the notice of dismissal of Formal Title IX Sexual Harassment Complaint, makes a written request to the Title IX Coordinator appealing the determination/dismissal based on:</p> <ol style="list-style-type: none"> <li>1. Procedural irregularity that affected the outcome.</li> <li>2. New evidence now available that could affect the outcome but that was not reasonably available at the time the determination.</li> <li>3. The Title IX Coordinator, Investigator, or Initial Decision-Maker had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that affected the outcome. 34 C.F.R. §106.45(b)(8)(i).</li> </ol> <p><b>Note:</b> The District may offer appeals on additional bases, so long as they are offered equally to both parties. 34 C.F.R. §106.45(b)(8)(ii). Consult the board attorney before offering additional appeal bases, as they may overlap with or impact related proceedings that occur separately from this Grievance Process, e.g., a student expulsion hearing or teacher dismissal hearing to impose recommended disciplinary sanctions as a result of this Grievance Process.</p>

The footnotes should be removed before the material is used.

<sup>14</sup> 34 C.F.R. §106.45(b)(7)(ii)(E). This sample procedure uses the phrase “recommended disciplinary sanctions” because oftentimes, a district cannot immediately *impose* disciplinary sanctions – it can instead recommend disciplinary sanctions, e.g., a recommendation for student expulsion or teacher dismissal, which may only be imposed after each party exhausts their due process rights.

<sup>15</sup> See f/n 5, above.

Actor	Action
Title IX Coordinator	<p>Upon receiving an appeal from one party:</p> <ol style="list-style-type: none"> <li>1. Notifies the other party in writing that an appeal has been filed.</li> <li>2. Provides both parties five (5) school business days to submit a written statement in support of, or challenging, the outcome.</li> <li>3. Promptly forwards all materials relative to the appeal to the Appellate Decision-Maker.</li> </ol> <p><b>Note:</b> The District must ensure that the Appellate Decision-Maker is not the same person as the Initial Decision-Maker, the Investigator, or the Title IX Coordinator. 34 C.F.R. §106.45(b)(8)(iii)(B). The Board may, but is not required to, hear and decide the appeal; it is a suggestion that aligns with the appeal provisions in policy 2:260, <i>Uniform Grievance Procedure</i>, and with Ill. State Board of Education sex equity regulations requiring districts to “provide for final appeal of grievance decisions made at the system level to the system’s governing board.” 23 Ill.Admin.Code §200.40(c)(1). <b>If the Board acts as the Appellate Decision-Maker, the Board must receive the training in Section A.9, above.</b></p> <p><b>Note:</b> Some school attorneys recommend that the appeal not go to the Board, so that the Board’s objectivity is not called into question if it needs to conduct a hearing related to recommended disciplinary sanctions resulting from the Grievance Process. <b>Districts should discuss their options with their board attorney.</b></p>
Appellate Decision-Maker	<p>Within 30 school business days, affirms, reverses, or amends the written determination regarding responsibility or the notice of dismissal.</p> <p>Within five (5) school business days after its decision, simultaneously issues a written decision to both parties that describes the result of the appeal and the rationale for the result. 34 C.F.R. §106.45(b)(8)(iii)(E), (F).<sup>16</sup></p>

**I. Recordkeeping**

Actor	Action
Title IX Coordinator	<p>Creates and maintains, for a period of at least seven (7) years, records of (34 C.F.R. §106.45(b)(10)(i)):</p> <ol style="list-style-type: none"> <li>1. The sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore/preserve equal access to the District’s education program or activity;</li> </ol>

The footnotes should be removed before the material is used.

<sup>16</sup> These timelines are optional and used for ease of use and administration to align with the appeal timelines in sample policy 2:260, *Uniform Grievance Procedure*.

	<ol style="list-style-type: none"> <li>2. Any appeal and its result;</li> <li>3. Any informal resolution and its result; and</li> <li>4. All materials used to train the Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution.</li> </ol> <p>See 5:150, <i>Personnel Records</i>, and 5:150-AP, <i>Personnel Records</i>, addressing the identification, storage, and access to personnel records.</p> <p>See 7:340, <i>Student Records</i>, along with 7:340-AP1, <i>School Student Records</i>, and 7:340-AP2, <i>Storage and Destruction of School Student Records</i>, addressing the District's legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records.</p>
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## IASB SUGGESTED LANGUAGE AS SHOWN

August 2020

2:265-E

**School Board****Exhibit – Title IX Sexual Harassment Glossary of Terms 1**

Use this exhibit to educate employees and students about Title IX terms, and with the required Title IX response and grievance process in Board policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, implemented by administrative procedures 2:265-AP1, *Title IX Sexual Harassment Response*, and 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*.

**Glossary of Terms**

**Actual Knowledge** – Notice of sexual harassment or allegations of sexual harassment to any District employee or to the District’s Title IX Coordinator. Assumption of knowledge based solely on the District’s status as an employer or other presumption under law does not constitute actual knowledge. This standard is not met when the only official of the District with actual knowledge is the Respondent. *Notice* as used here includes, but is not limited to, a report or complaint of sexual harassment to the Title IX Coordinator in person, by mail, by telephone, or by email using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. 34 C.F.R. §§ 106.30, 106.8(a).

**Appellate Decision-Maker** – An individual or group, e.g., a Board-appointed appeal examiner or the Board, which reviews an appeal of the Initial Decision-Maker’s determination regarding responsibility or a dismissal of a Formal Title IX Sexual Harassment Complaint (defined below). The Appellate Decision-Maker cannot be the same person as the Initial Decision-Maker, the Investigator, or the Title IX Coordinator. 34 C.F.R. §106.45(b)(8)(iii)(B). The Appellate Decision-Maker must be free from conflicts of interest or bias against complainants and respondents generally or against an individual Complainant or Respondent, and must be trained to serve impartially. 34 C.F.R. §106.45(b)(1)(iii).

**Complainant** – An individual who is alleged to be the victim of conduct that could constitute sexual harassment. 34 C.F.R. §106.30.

**Consent** – Knowing, voluntary, and clear permission by word or action, to engage in mutually agreed upon sexual activity. Consent may not be inferred from silence, passivity, or a lack of verbal or physical resistance. A person’s manner of dress does not constitute consent. Past consent to sexual activities, or a current or previous dating relationship, does not imply ongoing or future consent. Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). Consent to engage in sexual activity with one person does not constitute consent to engage in sexual activity with another person. Consent may be withdrawn at any time. A person cannot consent to sexual activity if that person is unable to understand the nature of the activity or give knowing consent due to circumstances, including without limitation the following: (1) the person is incapacitated due to the use or influence of alcohol or drugs; (2) the person is asleep or unconscious; (3) the person is under age; or (4) the person is incapacitated due to a mental disability. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred. Coercion, force, or the threat of either invalidates consent.

**Note:** 34 C.F.R. §106.30, added at 85 Fed. Reg. 30574, states that Title IX recipients are not required to adopt a particular definition of consent with respect to sexual assault; however, in its

The footnotes should be removed before the material is used.

<sup>1</sup> This sample exhibit must be customized to assure alignment with the district’s policies, procedures, and practices.

2020 Title IX rulemaking, the U.S. Dept. of Education (DOE) stated that “recipients must clearly define consent and must apply that definition consistently.” 85 Fed. Reg. 30125. **Consult the Board Attorney if the District would like to customize this definition.**

**Education Program or Activity** – Includes locations, events, or circumstances in the United States over which the District exercised substantial control over both the Respondent and the context in which the sexual harassment occurred. 34 C.F.R. §106.44(a).

**Note:** Title IX jurisdiction is geographically limited to discrimination against a person in the United States. 34 C.F.R. §106.8(d). The District’s Title IX obligations extend to off-campus sexual harassment incidents “if the off-campus incident occurs as part of the [district]’s ‘operations’ pursuant to 20 U.S.C. 1687 and 34 CFR 106.2(h)” or if the District “exercised substantial control over the respondent and the context of alleged sexual harassment that occurred off campus pursuant to § 106.44(a).” 85 Fed. Reg. 30196. No single factor is determinative of whether the District exercised *substantial control* or whether an incident occurred as part of the District’s *operations*. *Id.* at 30197. *Operations* may include computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in, the District’s operations. *Id.* at 30202. **Consult the Board Attorney for further guidance.**

**Formal Title IX Sexual Harassment Complaint** – A document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation. At the time of filing a Formal Title IX Sexual Harassment Complaint, a Complainant must be participating in or attempting to participate in the District’s education program or activity with which the Formal Title IX Sexual Harassment Complaint is filed.

**Note:** Whether a Complainant is *attempting to participate* is a fact-specific inquiry. For example, a Complainant who has graduated may still be attempting to participate in an education program where he or she intends to remain involved in alumni programs or activities. 85 Fed. Reg. 30138. **Consult the Board Attorney for further guidance.**

**Initial Decision-Maker** – An individual designated by the Title IX Coordinator to reach an initial determination regarding responsibility in a Formal Title IX Sexual Harassment Complaint (defined above) by applying the standard of proof set forth in 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*. See 85 Fed. Reg. 30054. The Title IX Coordinator cannot be the Initial Decision-Maker. 34 C.F.R. §106.45(b)(7)(i). The Initial Decision-Maker must be free from conflicts of interest or bias against complainants and respondents generally or against an individual Complainant or Respondent, and must be trained to serve impartially. 34 C.F.R. §106.45(b)(1)(iii).

**Investigator** – The Title IX Coordinator or an individual designated by the Title IX Coordinator to investigate a *Formal Title IX Sexual Harassment Complaint* (defined above) according to 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*. The Investigator must be free from conflicts of interest or bias against complainants and respondents generally or against an individual Complainant or Respondent, and must be trained to serve impartially. 34 C.F.R. §106.45(b)(1)(iii).

**Respondent** – An individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment. 34 C.F.R. §106.30.

**Supportive Measures** – Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a Complainant or Respondent before or after the filing of a Formal Title IX Sexual Harassment Complaint or where no Formal Title IX Sexual Harassment Complaint has been filed. Such measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort

services, mutual restrictions on contact between the parties, changes in work<sup>2</sup> locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District will maintain as confidential any supportive measures provided to a Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. 34 C.F.R. §106.30.

**Sexual Harassment Governed by Laws Other Than Title IX** – The District must also address sexual harassment that does not meet the definition of Title IX sexual harassment, including but not limited to sexual harassment in violation of the State Officials and Employees Ethics Act (5 ILCS 430/), Illinois Human Rights Act (775 ILCS 5/), and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.).

For each report or complaint received, the Title IX Coordinator reviews the following Board policies<sup>3</sup> to determine if they require additional action by the District in addition to or at the exclusion of policy 2:265, *Title IX Sexual Harassment Grievance Procedure*:

- 2:260, *Uniform Grievance Procedure*. This policy provides a method for any student, parent/guardian, employee, or community member to file a complaint if he or she believes that the School Board, its employees, or its agents have violated his or her rights under the State or federal Constitution, State or federal statute, Board policy, or various enumerated bases.
- 5:20, *Workplace Harassment Prohibited*. This policy prohibits employees from engaging in sexual harassment.
- 5:90, *Abused and Neglected Child Reporting*. This policy requires employees who suspect or receive knowledge that a student may be an abused or neglected child to immediately report their suspicion to the Ill. Dept. of Children and Family Services (DCFS). If an employee reports an alleged incident of sexual abuse to DCFS and DCFS accepts the report for investigation, it further requires the District to coordinate with the local Children’s Advocacy Center.<sup>4</sup>
- 5:120, *Employee Ethics; Conduct; and Conflict of Interest*. This policy sets forth high standards for employee ethics and conduct, and incorporates by reference the Code of Ethics for Illinois Educators.
- 7:20, *Harassment of Students Prohibited*. This policy prohibits all sexual harassment of students.
- 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. This policy prohibits students from engaging in bullying, intimidation, and harassment at school, school-related events and electronically. Prohibited conduct includes stalking, sexual harassment, sexual violence, or retaliation for asserting or alleging an act of bullying.
- 7:185, *Teen Dating Violence Prohibited*. This policy prohibits students 13-19 years of age from using or threatening to use physical, mental, or emotional abuse to control an individual in the dating relationship, and from using or threatening to use sexual violence in the dating relationship.

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The footnotes should be removed before the material is used.

<sup>2</sup> For districts with residential facilities, insert “or housing” here.

<sup>3</sup> Ensure the referenced locally-adopted board policies contain the language paraphrased in this exhibit. If not, either substitute similar language from the locally-adopted board policies on the same topics, or insert the titles from relevant locally adopted policies.

<sup>4</sup> Delete the second sentence if your district is not within a county served by an accredited Children’s Advocacy Center. For further discussion see f/n 14 in sample policy 5:90, *Abused and Neglected Child Reporting*.

- 7:190, *Student Behavior*. This policy sets forth student conduct rules, prohibited student conduct, and behavioral interventions and disciplinary measures designed to address the causes of misbehavior and teach students positive behavioral skills.

**Title IX Sexual Harassment** – Conduct on the basis of sex that satisfies one or more of the following (34 C.F.R. §106.30):

- A District employee conditions the provision of an aid, benefit, or service on an individual’s participation in unwelcome sexual conduct; or
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
- *Sexual assault* as defined in 20 U.S.C. §1092(f)(6)(A)(v), *dating violence* as defined in 34 U.S.C. §12291(a)(10), *domestic violence* as defined in 34 U.S.C. §12291(a)(8), or *stalking* as defined in 34 U.S.C. §12291(a)(30).
  - *Sexual assault* means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system (UCR Program) of the Federal Bureau of Investigation (FBI), and includes rape, fondling, incest, and statutory rape. 20 U.S.C. §1092(f)(6)(A)(v); 34 C.F.R. Part 668, Appendix A to Subpart D. For more information regarding the FBI UCR Program, see [www.fbi.gov/services/cjis/ucr/](http://www.fbi.gov/services/cjis/ucr/).
  - *Dating violence* means violence committed by a person: (1) who is or has been in a social relationship of a romantic or intimate nature with the victim, and (2) where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. 34 U.S.C. §12291(a)(10).
  - *Domestic violence* includes any felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction. 34 U.S.C. §12291(a)(8).
  - *Stalking* means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) fear for his or her safety or the safety of others, or (2) suffer substantial emotional distress. 34 U.S.C. §12291(a)(30).

# 5/21/21 Policy Committee Meeting Sent to 1st Reading at the 6/3/21 BOE Agenda

## Community Relations

### 8:90 Parent Organizations and Booster Clubs

Parent organizations and booster clubs are invaluable resources to the District's schools. While parent organizations and booster clubs have no administrative authority and cannot determine District policy, the School Board welcomes their suggestions and assistance.

Parent organizations and booster clubs may be recognized by the Board and permitted to use the District's name, a District school's name, or a District school's team name, or any logo attributable to the District provided they first receive the Superintendent or designee's express written consent. Consent to use one of the above-mentioned names or logos will generally be granted if the organization or club has by-laws containing the following:

1. The organization's or club's name and purpose, such as, to enhance students' educational experiences, to help meet educational needs of students, to provide extra athletic benefits to students, to assist specific sports teams or academic clubs through financial support, or to enrich extracurricular activities.
2. The rules and procedures under which it operates.
3. An agreement to adhere to all Board policies and administrative procedures.
4. A statement that membership is open and unrestricted, meaning that membership is open to all parent(s)/guardian(s) of students enrolled in the school, District staff, and community members, **without required log ins.**
5. A statement that the District is not, and will not be, responsible for the organization's or club's business or the conduct of its members.
6. An agreement to maintain and protect its own finances.
7. A recognition that money given to a school cannot be earmarked for any particular expense. Booster clubs may make recommendations, but cash or other valuable consideration must be given to the District to use at its discretion. The School Board's legal obligation to comply with Title IX by providing equal athletic opportunity for members of both ~~gender~~ **will not** precede an organization or club's recommendation.
8. Parent Organizations and Booster Clubs must hold public annual elections.
9. District 74 employees may not hold a position relating to financial responsibility within a Parent Organization and Booster Club.

Permission to use one of the above-mentioned names or logos may be rescinded at any time and does not constitute permission to act as the District's representative.

The Superintendent shall designate an administrative staff member to serve as the recognized liaison to parent organizations or booster clubs. The liaison will serve as a resource person and provide information about school programs, resources, policies, problems, concerns, and emerging issues. **Members of any Parent Organization and/or Booster Club shall conduct oneself with respect and civility toward others and otherwise abide by Board policy 8:30, Visitors to and Conduct on School Property or video conferencing.** Building staff will be encouraged to participate in the organizations.

ADOPTED: September 10, 2002

REVISED: June 24, 2021

REVIEWED: June 24, 2021

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Lincolnwood School District 74

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT No. 74,  
COOK COUNTY, ILLINOIS**

**RESOLUTION 2021 - 2022 RE: OPERATIONS AND REQUIREMENTS FOR USE OF  
PERSONAL PROTECTIVE EQUIPMENT (INCLUDING FACE COVERINGS) AND  
SYMPTOM SCREENING DURING THE COVID-19 PANDEMIC**

WHEREAS, this Board of Education has received the reports and recommendations from the Illinois Department of Public Health (IDPH), the Cook County Health Department, the Centers for Disease Control and Prevention (CDC), the Illinois State Board of Education (ISBE), the Office of the Governor and other related agencies regarding the current best practices for limiting the transmission of the COVID-19 virus in educational and recreational settings; and

WHEREAS, the reports and recommendations so received state that the use of personal protective equipment, including but not limited to face coverings, and symptom screenings are recommended to guard against the transmission of the COVID-19 virus in certain instances;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois, as follows:

SECTION 1: That this Board has considered the reports and recommendations from the Illinois Department of Public Health (IDPH), the Cook County Health Department, the Centers for Disease Control and Prevention (CDC), the Illinois State Board of Education (ISBE), the Office of the Governor, and other related agencies regarding the

current best practices for limiting the transmission of the COVID-19 virus in educational and recreational settings, as may be amended from time to time.

SECTION 2: The District Administration is directed to continue to develop plans for the operation of the District's offices, facilities, programs, and schools for the 2021-22 school year, including the potential for Remote and/or Blended Remote Learning where required or recommended, and revise said plan or plans from time to time to implement the requirements of the Illinois State Board of Education (ISBE), the Illinois Department of Public Health (IDPH), and all subsequent Joint Guidance documents as they may be released or amended from time to time for approval and/or ratification by the Board.

The Superintendent and the Superintendent's designees are hereby authorized and directed to implement and enforce the developed plan or plans, even when substantive changes or developments in accordance with such state guidance documents have not yet been presented to the Board of Education for ratification. All substantive changes or developments to the plan or plans shall be reported to the Board of Education and may be affirmed, modified, or disapproved of at the next regularly-scheduled Board meeting, unless a special or emergency meeting is called in accordance with Illinois law. The changes shall remain in full force and effect and the Administration's actions to enforce such changes shall remain valid until such time as the Board acts, unless otherwise required by law.

SECTION 3: The use of personal protective equipment, including but not limited to face coverings, and symptom screenings may be required in accordance with the guidelines and recommendations from the Illinois Department of Public Health (IDPH),

the Cook County Health Department, the Centers for Disease Control and Prevention (CDC), the Illinois State Board of Education (ISBE), the Office of the Governor, and other related agencies regarding the best practices for limiting the transmission of the COVID-19 virus in educational and recreational settings. Where guidelines and recommendations allow, face coverings and personal protective equipment may be made optional, and the Administration shall report to the Board on such changes in guidelines, recommendations, and practices.

SECTION 4: When required by government guidelines and recommendations, District Administration shall require all individuals entering school buildings or buses or school-related events to adhere to the recommendations of the Illinois Department of Public Health (IDPH), the Cook County Health Department, the Centers for Disease Control and Prevention (CDC), the Illinois State Board of Education (ISBE), the Office of the Governor, and other related agencies for the use of personal protective equipment, including but not limited to face coverings, and symptom screening absent legitimate medical or other reasons provided in writing in advance of the attendance at school or school-related events. The District Administration will utilize its best efforts to provide personal protective equipment/face coverings for those who may be in need of such equipment.

SECTION 5: The District Administration shall utilize its best efforts to work with the students, faculty, and public to obtain voluntary full compliance with the current recommendations for the use of personal protective equipment, including but not limited to face coverings, and symptom screenings at school or school-related events.

SECTION 6: That, when the use of personal protective equipment or face coverings is required by government guidelines and recommendations at school or school-related events, in the event of willful non-compliance by a non-student, District Administration shall utilize its best efforts to ensure the individual willfully failing to comply shall leave the premises so as to limit potential exposure of the COVID-19 virus to others.

SECTION 7: When the use of personal protective equipment or face coverings is required by government guidelines and recommendations at school or school-related events, in the case of willful non-compliance by a student, District Administration may take all appropriate actions to limit potential exposure of the COVID-19 virus to others, including but not limited to the following:

- a. Requiring the willfully non-compliant student to utilize Remote and/or Blended Remote Learning as appropriate;
- b. Suspension of the willfully non-compliant student;
- c. All other disciplinary measures presently available under the Illinois School Code, Board Policy, Student Handbook, and the like;
- d. Restrict entry to District buildings and grounds, buses, and vehicles.

SECTION 8: This Resolution, and the plan or plans as may be developed and modified from time to time pursuant to Section 2 above, are adopted, and are to be implemented and enforced, in the exercise of the discretionary powers granted to the Board by Sections 10-20 and 10-20.5 of the Illinois School Code and any other applicable law. The plan or plans constitute rules adopted by the Board pursuant to Section 10-20.5 of the School Code which shall be filed in the District's central administrative office and

posted on the District’s website. In accordance with Board Policy 2:240, the plan or plans, and the authority granted to the Superintendent and the Superintendent’s designees by this Resolution, supersede any policy or other rule of the Board, and temporarily suspend any such policy or rule, to the extent any such policy or rule is inconsistent with the plan or plans.

SECTION 9: That the Superintendent is hereby directed to bring this resolution for the Board’s continuing consideration at intervals of every third regularly-scheduled monthly meeting (i.e. approximately every 90 days).

SECTION 10: That this Resolution shall be in full force and effect forthwith upon and after its adoption.

ADOPTED: This \_\_\_\_ day of \_\_\_\_\_, 2021, by the following roll call vote:

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education of  
Lincolnwood School District No. 74

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education of  
Lincolnwood School District No. 74

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT NO. 74,  
COOK COUNTY, ILLINOIS**

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that on Thursday, June 3, 2021, at the hour of 7:30 p.m., the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois, will hold a public hearing. The public hearing will be held in the Band Room of Lincoln Hall Middle School, 6855 N. Crawford Avenue, Lincolnwood IL 60712.

The purpose of the public hearing will be to determine whether the Board of Education approves the possible holding of school or scheduling of teachers' institutes, parent-teacher conferences, or staff development on certain holidays enumerated in School Code Section 24-2(b) for school years 2021-2022 and beyond. The Board of Education will consider whether to allow for such activities to be scheduled on:

- the birthday of President Abraham Lincoln (February 12); and
- Veterans' Day (November 11).

If approved, the person or persons honored by the holiday will be recognized through instructional activities conducted on that day or, if the day is not used for student attendance, on the first school day preceding or following that day.

The Board of Education will receive testimony from educators and parents about this proposal at that time.

DATED: This 26th day of May, 2021.

Scott L. Anderson, President  
Board of Education,  
Lincolnwood School District No. 74

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT NO. 74,  
COOK COUNTY, ILLINOIS**

**RESOLUTION RE: HOLIDAY CALENDAR FOR 2021-2022 AND BEYOND**

WHEREAS, the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois is preparing its calendar for the 2021-2022 school year;

WHEREAS, Section 24-2(b) of the Illinois School Code authorizes the possible holding of school or scheduling of teachers' institutes, parent-teacher conferences, or staff development on certain holidays enumerated there, including the Birthday of President Abraham Lincoln on February 12 and Veterans' Day on November 11;

WHEREAS, Section 24-2(b) of the Illinois School Code requires the distribution of public notice and the holding of a public hearing to receive testimony from educators and parents prior to the approval of the same;

WHEREAS, the School District wishes to authorize the possible holding of school or scheduling of teachers' institutes, parent-teacher conferences, or staff development on the Birthday of President Abraham Lincoln on February 12 and Veterans' Day on November 11 in the 2021-2022 school year and future school years.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois as follows:

SECTION ONE: That the preambles to this Resolution are hereby incorporated by reference into this Section One as if fully set forth and restated herein *verbatim*.

SECTION TWO: That the Board of Education finds that the School District has provided notice to the public in accordance with Section 24-2(b) of the School Code by posting a notice of the hearing on its website and distributing it directly to parents and employees.

SECTION THREE: That the Board of Education has conducted a public hearing about this proposal and has considered the reports of the School District administrators, and the testimony from members of the public, if any, presented at that hearing.

SECTION FOUR: That the Board of Education hereby authorizes the possible holding of school or scheduling of teachers' institutes, parent-teacher conferences, or staff development on the Birthday of President Abraham Lincoln on February 12 and Veterans' Day on November 11 in the 2021-2022 school year and future school years, where reflected on school calendars prepared by the administration and adopted by the Board of Education in the future.

SECTION FIVE: That, in the event that such holidays are used for the holding of school or school activities as authorized herein, the administration of the School District is directed to ensure that the person or persons honored by the holiday are recognized through instructional activities conducted on that day or, if the day is not used for student attendance, on the first school day preceding or following that day.

SECTION SIX: That this Resolution shall be in full force and effect forthwith upon and after its adoption.

ADOPTED: This 3rd day of June, 2021.

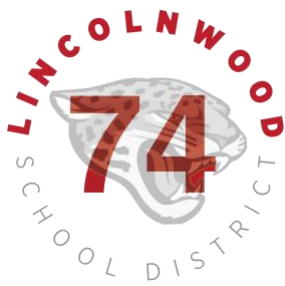
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President, Board of Education  
Lincolnwood School District No. 74

ATTEST:

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Secretary, Board of Education  
Lincolnwood School District No. 74



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Executive Summary  
Board of Education Meeting

DATE: June 3, 2021  
TOPIC: 2021-2024 District Calendars  
PREPARED BY: David Russo

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**Recommended Action:**

Action:     X      
Discussion:     X      
Information:     X    

**Purpose:**

The Board of Education approves the annual District calendar.

**Background:**

The Administrative team is recommending amending the 21-22 and 22-23 District calendars, which were originally approved by the Board of Education in December 2019. The changes to the calendars were: 1) realigning the four Teacher Institute Days and 2) increasing the number of AM Only Student Attendance days.

The additional calendar for 23-24 is included for advanced planning. Each proposed calendar considers:

- Past district practice
- State regulations
- Many consistent weeks of instruction
- Family-friendly release time
- Township Guidelines

**Fiscal Impact:**

None

**Recommendation:**

The Administrative Team recommends approval of the Board of Education for the 21-22, 22-23, and 23-24 District calendars as presented.

# LINCOLNWOOD SCHOOL DISTRICT 74

## 2021-2022 School Calendar

Board Approved (originally) 12.5.19  
DRAFT

### August 2021

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### September 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### October 2021

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### November 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### December 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### January 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### Opening/Closing Days of School

Thursday, August 26, 2021 First day of school  
 Tuesday, June 7, 2022 Last day of school  
 (pending no emergency days used)  
 Tuesday, June 14, 2022 Possible last day of school if  
 emergency days are used

### Student Non-Attendance Days

Monday, August 23 Teacher Institute Day\*  
 Tuesday, August 24 Teacher Institute Day\*  
 Wednesday, August 25 Teacher Institute Day\*  
 Monday, September 6 Labor Day  
 Monday, October 11 Columbus Day  
 Tuesday, October 12 Teacher Institute Day\*  
 Monday, November 22 No School  
 Tuesday, November 23 No School  
 Wednesday, November 24 No School  
 Thursday, November 25 Thanksgiving  
 Friday, November 26 No School  
 Monday, December 20-  
 Friday, December 31 Winter Break (10 days)  
 Monday, January 17 Martin Luther King, Jr. Day  
 Monday, February 21 Presidents' Day  
 Monday, March 7 Casimir Pulaski Day  
 Monday, March 28 - April 1 Spring Break (5 days)  
 Monday, May 30 Memorial Day

### AM ONLY - Student Attendance

Friday, September 17  
 Friday, October 29  
 Friday, November 19  
 Friday, December 10  
 Friday, January 14  
 Friday, February 18  
 Friday, March 25  
 Friday, April 22  
 Friday, May 20

### Parent-Teacher Conferences

Fall 2021 Two dates in November  
 Spring 2022 Two dates in March

Please check individual school calendars online for specific dates at each school.

\*All Staff are in attendance on Institute Days.

### February 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

### March 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### April 2022

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### May 2022

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### June 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

# LINCOLNWOOD SCHOOL DISTRICT 74

## 2022-2023 School Calendar

Board Approved (originally) 12.5.19  
DRAFT

### August 2022

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### Opening/Closing Days of School

Wednesday, August 24, 2022 First day of school  
 Tuesday, June 6, 2023 Last day of school  
 (pending no emergency days used)  
 Tuesday, June 13, 2023 Possible last day of school if  
 emergency days are used

### February 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

### September 2022

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### Student Non-Attendance Days

Monday, August 22 Teacher Institute Day\*  
 Tuesday, August 23 Teacher Institute Day\*  
 Monday, September 5 Labor Day  
 Monday, October 10 Columbus Day  
 Tuesday, October 11 Teacher Institute Day\*  
 Monday, November 21 No School  
 Tuesday, November 22 No School  
 Wednesday, November 23 No School  
 Thursday, November 24 Thanksgiving  
 Friday, November 25 No School  
 Monday, December 26-  
 Friday, January 6 Winter Break (10 days)  
 Monday, January 16 Martin Luther King, Jr. Day  
 Monday, February 20 Presidents' Day  
 Friday, March 3 Teacher Institute Day\*  
 Monday, March 6 Casimir Pulaski Day  
 Monday, March 27-  
 March 31 Spring Break (5 days)  
 Monday, May 29 Memorial Day

### March 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### October 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### April 2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### November 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### AM ONLY - Student Attendance

Friday, September 16  
 Monday, October 31  
 Friday, November 18  
 Friday, December 9  
 Friday, January 13  
 Friday, February 17  
 Friday, April 28  
 Friday, May 19

### May 2023

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### December 2022

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### Parent-Teacher Conferences

Fall 2022 Two dates in November  
 Spring 2023 Two dates in March

Please check individual school calendars online for specific dates at each school.

### June 2023

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### January 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

\*All Staff are in attendance on Institute Days.

# LINCOLNWOOD SCHOOL DISTRICT 74

## 2023-2024 School Calendar

**DRAFT**

### August 2023

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### Opening/Closing Days of School

Wednesday, August 23, 2023 First day of school  
 Tuesday, June 4, 2024 Last day of school  
 (pending no emergency days used)  
 Tuesday, June 11, 2024 Possible last day of school if  
 emergency days are used

### February 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

### September 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### Student Non-Attendance Days

**Monday, August 21** Teacher Institute Day\*  
**Tuesday, August 22** Teacher Institute Day\*  
 Monday, September 4 Labor Day  
 Monday, October 9 Columbus Day  
**Tuesday, October 10** Teacher Institute Day\*  
 Monday, November 20 No School  
 Tuesday, November 21 No School  
 Wednesday, November 22 No School  
 Thursday, November 23 Thanksgiving  
 Friday, November 24 No School  
 Monday, December 25-  
 Friday, January 5 Winter Break (10 days)  
 Monday, January 15 Martin Luther King, Jr. Day  
 Monday, February 19 Presidents' Day  
**Friday, March 1** Teacher Institute Day\*  
 Monday, March 4 Casimir Pulaski Day  
 Monday, March 25-  
 March 29 Spring Break (5 days)  
 Monday, May 27 Memorial Day

### March 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### October 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### April 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### November 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### AM ONLY - Student Attendance

Friday, September 15  
 Tuesday, October 31  
 Friday, November 17  
 Friday, December 8  
 Friday, January 12  
 Friday, February 16  
 Friday, April 26  
 Friday, May 17

### May 2024

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### December 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### Parent-Teacher Conferences

Fall 2023 Two dates in November  
 Spring 2024 Two dates in March

*Please check individual school calendars online for specific dates at each school.*

### June 2024

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### January 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**\*All Staff are in attendance on Institute Days.**

Lincolnwood School District 74

Fund Balances

Fiscal Year: 2020-2021

Month: March  
 Year: 2021  
 Fund Type:

Include Cash Balance  
 FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
10	EDUCATIONAL	\$9,669,194.51	\$17,987,731.57	(\$12,471,005.72)	\$0.00	\$15,185,920.36
20	OPERATIONS & MAINTENANCE	\$2,769,201.94	\$1,900,116.50	(\$1,499,852.19)	\$0.00	\$3,169,466.25
30	DEBT SERVICE	\$826,111.00	\$1,518,296.89	(\$1,361,200.00)	\$0.00	\$983,207.89
40	TRANSPORTATION	\$931,371.24	\$821,377.78	(\$517,049.86)	\$0.00	\$1,235,699.16
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$401,893.97	\$202,589.17	(\$209,335.03)	\$0.00	\$395,148.11
52	SOCIAL SECURITY AND MEDICARE	(\$185,164.17)	\$266,745.01	(\$214,290.20)	\$0.00	(\$132,709.36)
60	CAPITAL PROJECTS	\$1,603,456.55	\$7,110.42	(\$734,080.90)	\$0.00	\$876,486.07
70	WORKING CASH	\$402,694.04	\$3,162.16	\$0.00	\$0.00	\$405,856.20
80	TORT IMMUNITY	\$64,776.15	\$71,445.45	\$2,599.00	\$0.00	\$138,820.60
90	FIRE PREVENTION & SAFETY	\$4,398,542.90	\$488,348.24	(\$963,855.90)	\$0.00	\$3,923,035.24
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$20,882,078.13	\$23,266,923.19	(\$17,968,070.80)	\$0.00	\$26,180,930.52

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 03/31/2021

Fiscal Year: 2020-2021

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$25,581,047.23
Imprest Fund (+)	\$15,071.70
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$25,596,218.93
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DUE FROM OTHER GOVERNMENTS

Inter-Governmental Loans (+)	(\$467.03)
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Sub-total : DUE FROM OTHER GOVERNMENTS	(\$467.03)
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Total : ASSETS	\$25,595,751.90
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LIABILITIES

ACCOUNTS PAYABLE

Accounts Payable (+)	\$75,839.67
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Sub-total : ACCOUNTS PAYABLE	\$75,839.67
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OTHER CURRENT LIABILITIES

Other Liabilities (+)	\$31,151.84
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Payroll Liabilities (+)	(\$692,170.13)
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Sub-total : OTHER CURRENT LIABILITIES	(\$661,018.29)
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Total : LIABILITIES	(\$585,178.62)
---------------------	----------------

FUND BALANCE

Unreserved Fund Balance

Fund Balance (+)	\$20,882,078.13
------------------	-----------------

Sub-total : Unreserved Fund Balance	\$20,882,078.13
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NET INCREASE (DECREASE)

NET INCREASE (DECREASE) (+)	\$5,298,852.39
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Sub-total : NET INCREASE (DECREASE)	\$5,298,852.39
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Total : FUND BALANCE	\$26,180,930.52
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Total LIABILITIES + FUND BALANCE	\$25,595,751.90
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End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 03/01/2021 through 03/31/2021

Fiscal Year: 2020-2021

	03/01/2021 - 03/31/2021	Year To Date	Budget	Budget Balance	
<b>REVENUE</b>					
<b>LOCAL SOURCES</b>					
Property Tax Receipts (+)	\$7,767,586.07	\$20,452,185.43	\$21,886,397.89	\$1,434,212.46	93.4%
Payments in Lieu of Taxes (+)	\$36,447.76	\$392,627.09	\$608,000.00	\$215,372.91	64.6%
Tuition Payments Received (+)	\$34,462.82	\$108,499.06	\$173,400.00	\$64,900.94	62.6%
Interest Revenue Received (+)	\$11,877.28	\$141,636.10	\$526,040.00	\$384,403.90	26.9%
Sales to Pupils & Adults (+)	\$28,365.43	\$40,144.03	\$220,000.00	\$179,855.97	18.2%
Activity Fees Received (+)	\$15,958.95	\$58,736.69	\$82,800.00	\$24,063.31	70.9%
Rental Revenue (+)	\$18,038.05	\$63,817.00	\$80,500.00	\$16,683.00	79.3%
Other Local Revenue (+)	(\$10,685.66)	\$82,544.74	\$124,811.11	\$42,266.37	66.1%
<b>Sub-total : LOCAL SOURCES</b>	<b>\$7,902,050.70</b>	<b>\$21,340,190.14</b>	<b>\$23,701,949.00</b>	<b>\$2,361,758.86</b>	<b>90.0%</b>
<b>STATE SOURCES</b>					
State Grants & Aid Received (+)	\$105,718.00	\$1,201,950.63	\$1,550,000.00	\$348,049.37	77.5%
<b>Sub-total : STATE SOURCES</b>	<b>\$105,718.00</b>	<b>\$1,201,950.63</b>	<b>\$1,550,000.00</b>	<b>\$348,049.37</b>	<b>77.5%</b>
<b>FEDERAL SOURCES</b>					
Federal Grants & Aid Received (+)	\$322,965.80	\$724,782.42	\$784,764.00	\$59,981.58	92.4%
<b>Sub-total : FEDERAL SOURCES</b>	<b>\$322,965.80</b>	<b>\$724,782.42</b>	<b>\$784,764.00</b>	<b>\$59,981.58</b>	<b>92.4%</b>
<b>Total : REVENUE</b>	<b>\$8,330,734.50</b>	<b>\$23,266,923.19</b>	<b>\$26,036,713.00</b>	<b>\$2,769,789.81</b>	<b>89.4%</b>
<b>EXPENDITURES</b>					
<b>REGULAR K-12 PROGRAMS</b>					
Salaries (-)	\$556,466.24	\$4,468,140.55	\$7,167,047.79	\$2,698,907.24	62.3%
Employee Benefits (-)	\$98,691.99	\$735,264.07	\$1,307,880.64	\$572,616.57	56.2%
Purchased Services (-)	\$5,612.96	\$86,262.35	\$193,700.00	\$107,437.65	44.5%
Termination Benefits (-)	\$29,363.49	\$268,419.55	\$469,295.00	\$200,875.45	57.2%
Supplies & Materials (-)	\$21,787.21	\$238,731.87	\$409,143.00	\$170,411.13	58.3%
Capital Expenditures (-)	\$2,080.92	\$47,421.02	\$102,884.00	\$55,462.98	46.1%
Non-Capitalized Equipment (-)	\$1,101.16	\$13,239.12	\$67,000.00	\$53,760.88	19.8%
<b>Sub-total : REGULAR K-12 PROGRAMS</b>	<b>(\$715,103.97)</b>	<b>(\$5,857,478.53)</b>	<b>(\$9,716,950.43)</b>	<b>(\$3,859,471.90)</b>	<b>60.3%</b>
<b>PRE-K PROGRAMS</b>					
Salaries (-)	\$17,784.04	\$142,272.32	\$232,068.08	\$89,795.76	61.3%
Employee Benefits (-)	\$7,369.28	\$53,076.50	\$94,062.42	\$40,985.92	56.4%
Purchased Services (-)	\$0.00	\$0.00	\$200.00	\$200.00	0.0%
Supplies & Materials (-)	\$34.00	\$947.92	\$2,995.00	\$2,047.08	31.7%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
<b>Sub-total : PRE-K PROGRAMS</b>	<b>(\$25,187.32)</b>	<b>(\$196,296.74)</b>	<b>(\$330,825.50)</b>	<b>(\$134,528.76)</b>	<b>59.3%</b>
<b>SPECIAL ED PROGRAMS K-12</b>					
Salaries (-)	\$80,250.04	\$620,810.93	\$1,180,669.00	\$559,858.07	52.6%
Employee Benefits (-)	\$24,642.39	\$177,831.46	\$386,780.00	\$208,948.54	46.0%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Supplies & Materials (-)	\$0.00	\$1,245.98	\$5,000.00	\$3,754.02	24.9%
Capital Expenditures (-)	\$0.00	\$4,799.00	\$2,000.00	(\$2,799.00)	240.0%
Other Objects (-)	\$0.00	\$180.00	\$500.00	\$320.00	36.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 03/01/2021 through 03/31/2021

Fiscal Year: 2020-2021

	<u>03/01/2021 - 03/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Non-Capital Equipment (-)	\$0.00	\$2,064.54	\$1,000.00	(\$1,064.54)	206.5%
Sub-total : SPECIAL ED PROGRAMS K-12	(\$104,892.43)	(\$806,931.91)	(\$1,576,449.00)	(\$769,517.09)	51.2%
<b>REMEDIAL &amp; SUPPLEMENTAL K-12</b>					
Salaries (-)	\$36,576.14	\$292,609.12	\$480,490.00	\$187,880.88	60.9%
Employee Benefits (-)	\$6,218.18	\$44,697.54	\$78,348.80	\$33,651.26	57.0%
Purchased Services (-)	\$0.00	\$34,583.50	\$35,000.00	\$416.50	98.8%
Supplies & Materials (-)	\$0.00	\$4,740.42	\$6,542.00	\$1,801.58	72.5%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$42,794.32)	(\$376,630.58)	(\$600,380.80)	(\$223,750.22)	62.7%
<b>INTERSCHOLASTIC PROGRAMS</b>					
Salaries (-)	\$0.00	\$0.00	\$25,060.00	\$25,060.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$8,225.00	\$8,225.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Other Objects (-)	\$0.00	\$3,500.00	\$0.00	(\$3,500.00)	0.0%
Sub-total : INTERSCHOLASTIC PROGRAMS	\$0.00	(\$3,500.00)	(\$35,785.00)	(\$32,285.00)	9.8%
<b>GIFTED PROGRAMS</b>					
Salaries (-)	\$18,929.14	\$151,062.40	\$380,816.13	\$229,753.73	39.7%
Employee Benefits (-)	\$2,633.52	\$13,796.68	\$82,761.14	\$68,964.46	16.7%
Supplies & Materials (-)	\$0.00	\$903.00	\$3,000.00	\$2,097.00	30.1%
Sub-total : GIFTED PROGRAMS	(\$21,562.66)	(\$165,762.08)	(\$466,577.27)	(\$300,815.19)	35.5%
<b>BILINGUAL PROGRAMS</b>					
Salaries (-)	\$52,978.84	\$404,518.19	\$657,562.00	\$253,043.81	61.5%
Employee Benefits (-)	\$8,788.06	\$60,894.41	\$103,605.00	\$42,710.59	58.8%
Purchased Services (-)	\$226.98	\$226.98	\$2,150.00	\$1,923.02	10.6%
Supplies & Materials (-)	\$48.29	\$2,194.60	\$6,500.00	\$4,305.40	33.8%
Sub-total : BILINGUAL PROGRAMS	(\$62,042.17)	(\$467,834.18)	(\$769,817.00)	(\$301,982.82)	60.8%
<b>ATTENDANCE &amp; SOCIAL WORK</b>					
Salaries (-)	\$29,342.46	\$234,739.68	\$360,288.00	\$125,548.32	65.2%
Employee Benefits (-)	\$3,258.11	\$23,707.34	\$22,297.00	(\$1,410.34)	106.3%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Supplies & Materials (-)	\$20.00	\$146.74	\$1,000.00	\$853.26	14.7%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$32,620.57)	(\$258,593.76)	(\$384,085.00)	(\$125,491.24)	67.3%
<b>HEALTH SERVICES</b>					
Salaries (-)	\$10,521.72	\$76,451.71	\$164,250.00	\$87,798.29	46.5%
Employee Benefits (-)	\$4,900.84	\$30,313.03	\$80,623.00	\$50,309.97	37.6%
Purchased Services (-)	\$0.00	\$54,778.76	\$1,500.00	(\$53,278.76)	3651.9%
Supplies & Materials (-)	\$4,684.00	\$71,278.73	\$33,600.00	(\$37,678.73)	212.1%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$417.70	\$600.00	\$182.30	69.6%
Non-Capital Equipment (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 03/01/2021 through 03/31/2021

Fiscal Year: 2020-2021

	<u>03/01/2021 - 03/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : HEALTH SERVICES	(\$20,106.56)	(\$233,239.93)	(\$283,573.00)	(\$50,333.07)	82.3%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$13,261.32	\$106,090.56	\$173,997.00	\$67,906.44	61.0%
Employee Benefits (-)	\$2,731.03	\$19,519.21	\$33,644.00	\$14,124.79	58.0%
Purchased Services (-)	\$128.00	\$1,576.91	\$1,000.00	(\$576.91)	157.7%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,050.00	\$1,050.00	0.0%
Sub-total : PSYCHOLOGICAL SERVICES	(\$16,120.35)	(\$127,186.68)	(\$209,691.00)	(\$82,504.32)	60.7%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$20,875.76	\$167,006.08	\$277,900.00	\$110,893.92	60.1%
Employee Benefits (-)	\$3,000.37	\$21,630.45	\$37,262.00	\$15,631.55	58.0%
Supplies & Materials (-)	\$0.00	\$96.00	\$1,250.00	\$1,154.00	7.7%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$23,876.13)	(\$188,732.53)	(\$316,412.00)	(\$127,679.47)	59.6%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$6,710.34	\$42,385.06	\$59,000.00	\$16,614.94	71.8%
Employee Benefits (-)	\$367.91	\$2,560.16	\$4,250.00	\$1,689.84	60.2%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$7,078.25)	(\$44,945.22)	(\$63,250.00)	(\$18,304.78)	71.1%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$26,468.23	\$274,627.63	\$351,694.00	\$77,066.37	78.1%
Employee Benefits (-)	\$4,480.29	\$43,440.92	\$55,227.00	\$11,786.08	78.7%
Purchased Services (-)	\$1,706.00	\$14,658.02	\$90,500.00	\$75,841.98	16.2%
Supplies & Materials (-)	\$357.45	\$428.39	\$2,600.00	\$2,171.61	16.5%
Other Objects (-)	\$239.00	\$1,728.38	\$1,500.00	(\$228.38)	115.2%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$33,250.97)	(\$334,883.34)	(\$501,521.00)	(\$166,637.66)	66.8%
EDUCATIONAL MEDIA					
Salaries (-)	\$19,103.18	\$146,126.74	\$254,622.00	\$108,495.26	57.4%
Employee Benefits (-)	\$2,480.60	\$17,733.68	\$30,859.00	\$13,125.32	57.5%
Supplies & Materials (-)	\$1,141.96	\$6,445.99	\$6,850.00	\$404.01	94.1%
Sub-total : EDUCATIONAL MEDIA	(\$22,725.74)	(\$170,306.41)	(\$292,331.00)	(\$122,024.59)	58.3%
ASSESSMENT & TESTING					
Purchased Services (-)	\$0.00	\$14,525.00	\$14,525.00	\$0.00	100.0%
Sub-total : ASSESSMENT & TESTING	\$0.00	(\$14,525.00)	(\$14,525.00)	\$0.00	100.0%
ADMIN SERVICES - BOARD OF ED					
Employee Benefits (-)	\$4,758.90	\$42,965.10	\$58,000.00	\$15,034.90	74.1%
Purchased Services (-)	\$6,870.50	\$153,212.64	\$236,900.00	\$83,687.36	64.7%
Supplies & Materials (-)	\$0.00	\$41.72	\$2,500.00	\$2,458.28	1.7%
Other Objects (-)	\$0.00	\$0.00	\$20,000.00	\$20,000.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : ADMIN SERVICES - BOARD OF ED	(\$11,629.40)	(\$196,219.46)	(\$318,400.00)	(\$122,180.54)	61.6%
SUPERINTENDENT					

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 03/01/2021 through 03/31/2021

Fiscal Year: 2020-2021

	<u>03/01/2021 - 03/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$20,158.14	\$201,581.40	\$262,056.00	\$60,474.60	76.9%
Employee Benefits (-)	\$2,944.94	\$27,375.90	\$36,369.00	\$8,993.10	75.3%
Purchased Services (-)	\$499.00	\$903.00	\$3,400.00	\$2,497.00	26.6%
Supplies & Materials (-)	\$191.12	\$318.05	\$2,000.00	\$1,681.95	15.9%
Capital Expenditures (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Other Objects (-)	\$62.40	\$2,254.21	\$2,500.00	\$245.79	90.2%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
<b>Sub-total : SUPERINTENDENT</b>	<b>(\$23,855.60)</b>	<b>(\$232,432.56)</b>	<b>(\$307,825.00)</b>	<b>(\$75,392.44)</b>	<b>75.5%</b>
<b>ADMIN SERVICES - SPECIAL ED</b>					
Salaries (-)	\$10,584.38	\$105,208.94	\$137,451.00	\$32,242.06	76.5%
Employee Benefits (-)	\$3,543.52	\$32,943.65	\$50,944.00	\$18,000.35	64.7%
<b>Sub-total : ADMIN SERVICES - SPECIAL ED</b>	<b>(\$14,127.90)</b>	<b>(\$138,152.59)</b>	<b>(\$188,395.00)</b>	<b>(\$50,242.41)</b>	<b>73.3%</b>
<b>WORKERS COMPENSATION INSURANCE</b>					
Purchased Services (-)	\$0.00	(\$5,279.00)	\$90,000.00	\$95,279.00	-5.9%
<b>Sub-total : WORKERS COMPENSATION INSURANCE</b>	<b>\$0.00</b>	<b>\$5,279.00</b>	<b>(\$90,000.00)</b>	<b>(\$95,279.00)</b>	<b>5.9%</b>
<b>LOSS PREVENTION REDUCTION</b>					
Other Objects (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
<b>Sub-total : LOSS PREVENTION REDUCTION</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$5,000.00)</b>	<b>(\$5,000.00)</b>	<b>0.0%</b>
<b>PROPERTY INSURANCE</b>					
Purchased Services (-)	\$0.00	\$2,680.00	\$75,000.00	\$72,320.00	3.6%
<b>Sub-total : PROPERTY INSURANCE</b>	<b>\$0.00</b>	<b>(\$2,680.00)</b>	<b>(\$75,000.00)</b>	<b>(\$72,320.00)</b>	<b>3.6%</b>
<b>PRINCIPAL</b>					
Salaries (-)	\$53,998.14	\$540,644.79	\$704,565.00	\$163,920.21	76.7%
Employee Benefits (-)	\$18,706.90	\$182,529.12	\$226,430.00	\$43,900.88	80.6%
Purchased Services (-)	\$82.30	\$1,780.06	\$6,500.00	\$4,719.94	27.4%
Supplies & Materials (-)	\$107.90	\$1,414.18	\$5,200.00	\$3,785.82	27.2%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$537.00	\$2,000.00	\$1,463.00	26.9%
<b>Sub-total : PRINCIPAL</b>	<b>(\$72,895.24)</b>	<b>(\$726,905.15)</b>	<b>(\$946,195.00)</b>	<b>(\$219,289.85)</b>	<b>76.8%</b>
<b>OPERATION OF BUSINESS SERVICES</b>					
Salaries (-)	\$13,524.94	\$135,249.40	\$175,825.00	\$40,575.60	76.9%
Employee Benefits (-)	\$2,589.29	\$23,881.61	\$31,613.00	\$7,731.39	75.5%
Other Objects (-)	\$62.40	\$1,271.40	\$1,500.00	\$228.60	84.8%
Non-Capitalizer Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
<b>Sub-total : OPERATION OF BUSINESS SERVICES</b>	<b>(\$16,176.63)</b>	<b>(\$160,402.41)</b>	<b>(\$209,938.00)</b>	<b>(\$49,535.59)</b>	<b>76.4%</b>
<b>FISCAL SERVICES</b>					
Salaries (-)	\$15,935.11	\$162,845.28	\$214,500.00	\$51,654.72	75.9%
Employee Benefits (-)	\$6,361.75	\$66,271.93	\$89,989.00	\$23,717.07	73.6%
Purchased Services (-)	\$2,625.00	\$5,463.35	\$118,675.00	\$113,211.65	4.6%
Supplies & Materials (-)	\$88.95	\$2,897.56	\$5,000.00	\$2,102.44	58.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 03/01/2021 through 03/31/2021

Fiscal Year: 2020-2021

	<u>03/01/2021 - 03/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Other Objects (-)	\$1,287.98	\$9,270.04	\$20,000.00	\$10,729.96	46.4%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
<b>Sub-total : FISCAL SERVICES</b>	<b>(\$26,298.79)</b>	<b>(\$246,748.16)</b>	<b>(\$450,664.00)</b>	<b>(\$203,915.84)</b>	<b>54.8%</b>
<b>FACILITY ACQUISITION &amp; CONSTRUCTION</b>					
Purchased Services (-)	\$0.00	\$137,913.93	\$125,221.00	(\$12,692.93)	110.1%
Capital Expenditures (-)	\$0.00	\$662,823.87	\$708,500.00	\$45,676.13	93.6%
<b>Sub-total : FACILITY ACQUISITION &amp; CONSTRUCTION</b>	<b>\$0.00</b>	<b>(\$800,737.80)</b>	<b>(\$833,721.00)</b>	<b>(\$32,983.20)</b>	<b>96.0%</b>
<b>OPERATION &amp; MAINTENANCE OF PLANT</b>					
Salaries (-)	\$39,159.02	\$371,052.57	\$506,000.00	\$134,947.43	73.3%
Employee Benefits (-)	\$13,801.95	\$131,419.56	\$182,193.00	\$50,773.44	72.1%
Purchased Services (-)	\$78,334.73	\$692,503.60	\$916,000.00	\$223,496.40	75.6%
Supplies & Materials (-)	\$45,003.96	\$336,259.57	\$482,616.00	\$146,356.43	69.7%
Capital Expenditures (-)	\$624.60	\$932,897.15	\$1,140,500.00	\$207,602.85	81.8%
Other Objects (-)	\$0.00	\$855.00	\$300.00	(\$555.00)	285.0%
Non-Capitalized Equipment (-)	\$648.10	\$7,893.45	\$21,000.00	\$13,106.55	37.6%
<b>Sub-total : OPERATION &amp; MAINTENANCE OF PLANT</b>	<b>(\$177,572.36)</b>	<b>(\$2,472,880.90)</b>	<b>(\$3,248,609.00)</b>	<b>(\$775,728.10)</b>	<b>76.1%</b>
<b>PUPIL TRANSPORTATION</b>					
Purchased Services (-)	\$100,091.99	\$517,049.86	\$1,208,000.00	\$690,950.14	42.8%
<b>Sub-total : PUPIL TRANSPORTATION</b>	<b>(\$100,091.99)</b>	<b>(\$517,049.86)</b>	<b>(\$1,208,000.00)</b>	<b>(\$690,950.14)</b>	<b>42.8%</b>
<b>FOOD SERVICES</b>					
Salaries (-)	\$18,310.55	\$150,808.11	\$232,100.00	\$81,291.89	65.0%
Employee Benefits (-)	\$8,333.47	\$64,224.76	\$99,297.00	\$35,072.24	64.7%
Purchased Services (-)	\$69.90	\$650.18	\$3,000.00	\$2,349.82	21.7%
Supplies & Materials (-)	\$9,847.04	\$52,098.28	\$259,200.00	\$207,101.72	20.1%
Capital Expenditures (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Other Objects (-)	\$0.00	\$152.50	\$1,500.00	\$1,347.50	10.2%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,500.00	\$4,500.00	0.0%
<b>Sub-total : FOOD SERVICES</b>	<b>(\$36,560.96)</b>	<b>(\$267,933.83)</b>	<b>(\$604,597.00)</b>	<b>(\$336,663.17)</b>	<b>44.3%</b>
<b>INTERNAL SERVICES</b>					
Purchased Services (-)	\$286.01	\$21,078.85	\$20,500.00	(\$578.85)	102.8%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
<b>Sub-total : INTERNAL SERVICES</b>	<b>(\$286.01)</b>	<b>(\$21,078.85)</b>	<b>(\$22,000.00)</b>	<b>(\$921.15)</b>	<b>95.8%</b>
<b>INFORMATION SERVICES</b>					
Salaries (-)	\$6,153.84	\$61,538.40	\$80,000.00	\$18,461.60	76.9%
Employee Benefits (-)	\$1,723.62	\$17,340.43	\$22,896.00	\$5,555.57	75.7%
Purchased Services (-)	\$3,599.26	\$18,746.42	\$37,000.00	\$18,253.58	50.7%
Supplies & Materials (-)	\$0.00	(\$650.00)	\$6,000.00	\$6,650.00	-10.8%
Other Objects (-)	\$0.00	\$882.02	\$1,500.00	\$617.98	58.8%
<b>Sub-total : INFORMATION SERVICES</b>	<b>(\$11,476.72)</b>	<b>(\$97,857.27)</b>	<b>(\$147,396.00)</b>	<b>(\$49,538.73)</b>	<b>66.4%</b>
<b>OTHER SUPPORT SERVICES - ADMIN</b>					

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 03/01/2021 through 03/31/2021

Fiscal Year: 2020-2021

	<u>03/01/2021 - 03/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$34,328.72	\$337,076.67	\$439,390.00	\$102,313.33	76.7%
Employee Benefits (-)	\$11,498.27	\$109,847.14	\$150,822.00	\$40,974.86	72.8%
Purchased Services (-)	\$0.00	\$886.97	\$1,000.00	\$113.03	88.7%
Other Objects (-)	\$25.00	\$25.00	\$300.00	\$275.00	8.3%
Sub-total : OTHER SUPPORT SERVICES - ADMIN	(\$45,851.99)	(\$447,835.78)	(\$591,512.00)	(\$143,676.22)	75.7%
<b>COMMUNITY SERVICES</b>					
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : COMMUNITY SERVICES	\$0.00	\$0.00	(\$2,000.00)	(\$2,000.00)	0.0%
<b>PAYMENTS TO OTHER LEAs</b>					
Purchased Services (-)	\$0.00	\$14,428.00	\$34,900.00	\$20,472.00	41.3%
Other Objects (-)	\$18,569.05	\$1,021,960.29	\$1,903,084.00	\$881,123.71	53.7%
Sub-total : PAYMENTS TO OTHER LEAs	(\$18,569.05)	(\$1,036,388.29)	(\$1,937,984.00)	(\$901,595.71)	53.5%
<b>DEBT SERVICE - INTEREST</b>					
Interest on Bonds Outstanding (-)	\$0.00	\$276,200.00	\$534,400.00	\$258,200.00	51.7%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	(\$276,200.00)	(\$534,400.00)	(\$258,200.00)	51.7%
<b>DEBT SERVICE - PRINCIPAL</b>					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$1,085,000.00	\$1,085,000.00	\$0.00	100.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	(\$1,085,000.00)	(\$1,085,000.00)	\$0.00	100.0%
<b>DEBT SERVICE - OTHER</b>					
Debt Service Fees (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : DEBT SERVICE - OTHER	\$0.00	\$0.00	(\$2,500.00)	(\$2,500.00)	0.0%
<b>Total : EXPENDITURES</b>	(\$1,682,754.08)	(\$17,968,070.80)	(\$28,371,309.00)	(\$10,403,238.20)	63.3%
<b>NET INCREASE (DECREASE)</b>	\$6,647,980.42	\$5,298,852.39	(\$2,334,596.00)	(\$7,633,448.39)	227.0%

End of Report

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance       Include Inactive Accounts       Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
<b>10 - EDUCATIONAL</b>					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
100 - SALARIES	\$7,167,047.79	\$556,466.24	\$4,468,140.55	\$2,690,894.54	\$8,012.70
200 - EMPLOYEE BENEFITS	\$1,200,015.64	\$90,296.80	\$667,765.24	\$433,304.30	\$98,946.10
300 - PURCHASED SERVICES	\$193,700.00	\$5,612.96	\$86,262.35	\$5,960.50	\$101,477.15
400 - SUPPLIES & MATERIALS	\$409,143.00	\$21,787.21	\$238,731.87	\$3,366.74	\$167,044.39
500 - CAPITAL OUTLAY	\$102,884.00	\$2,080.92	\$47,421.02	\$0.00	\$55,462.98
700 - NON-CAPITAL EQUIPMENT	\$67,000.00	\$1,101.16	\$13,239.12	\$789.30	\$52,971.58
800 - TERMINATION/VACATION PAYMENTS	\$469,295.00	\$29,363.49	\$268,419.55	\$37,182.16	\$163,693.29
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$232,068.08	\$17,784.04	\$142,272.32	\$88,920.13	\$875.63
200 - EMPLOYEE BENEFITS	\$83,399.42	\$6,596.42	\$46,512.94	\$32,982.10	\$3,904.38
300 - PURCHASED SERVICES	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
400 - SUPPLIES & MATERIALS	\$2,995.00	\$34.00	\$947.92	\$57.07	\$1,990.01
500 - CAPITAL OUTLAY	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
1200 - SPECIAL ED PROGRAMS K-12					
100 - SALARIES	\$1,180,669.00	\$80,250.04	\$620,810.93	\$394,278.39	\$165,579.68
200 - EMPLOYEE BENEFITS	\$301,185.00	\$19,991.12	\$133,990.55	\$93,356.42	\$73,838.03
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
400 - SUPPLIES & MATERIALS	\$5,000.00	\$0.00	\$1,245.98	\$215.30	\$3,538.72
500 - CAPITAL OUTLAY	\$2,000.00	\$0.00	\$4,799.00	\$0.00	(\$2,799.00)
600 - OTHER OBJECTS	\$500.00	\$0.00	\$180.00	\$0.00	\$320.00
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$2,064.54	\$0.00	(\$1,064.54)
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$480,490.00	\$36,576.14	\$292,609.12	\$182,880.88	\$5,000.00
200 - EMPLOYEE BENEFITS	\$71,623.80	\$5,717.48	\$40,662.74	\$28,587.40	\$2,373.66
300 - PURCHASED SERVICES	\$35,000.00	\$0.00	\$34,583.50	\$0.00	\$416.50
400 - SUPPLIES & MATERIALS	\$6,542.00	\$0.00	\$4,740.42	\$0.00	\$1,801.58
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$25,060.00	\$0.00	\$0.00	\$0.00	\$25,060.00
200 - EMPLOYEE BENEFITS	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00

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# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
500 - CAPITAL OUTLAY	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
600 - OTHER OBJECTS	\$0.00	\$0.00	\$3,500.00	\$0.00	(\$3,500.00)
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$380,816.13	\$18,929.14	\$151,062.40	\$94,645.88	\$135,107.85
200 - EMPLOYEE BENEFITS	\$77,486.14	\$2,377.94	\$11,739.80	\$18,822.10	\$46,924.24
400 - SUPPLIES & MATERIALS	\$3,000.00	\$0.00	\$903.00	\$0.00	\$2,097.00
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$657,562.00	\$52,978.84	\$404,518.19	\$250,941.30	\$2,102.51
200 - EMPLOYEE BENEFITS	\$94,300.00	\$8,064.25	\$55,321.82	\$38,690.86	\$287.32
300 - PURCHASED SERVICES	\$2,150.00	\$226.98	\$226.98	\$0.00	\$1,923.02
400 - SUPPLIES & MATERIALS	\$6,500.00	\$48.29	\$2,194.60	\$1,405.85	\$2,899.55
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$360,288.00	\$29,342.46	\$234,739.68	\$146,712.32	(\$21,164.00)
200 - EMPLOYEE BENEFITS	\$18,072.00	\$2,846.69	\$20,401.87	\$14,233.45	(\$16,563.32)
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
400 - SUPPLIES & MATERIALS	\$1,000.00	\$20.00	\$146.74	\$0.00	\$853.26
2130 - HEALTH SERVICES					
100 - SALARIES	\$164,250.00	\$10,521.72	\$76,451.71	\$48,608.53	\$39,189.76
200 - EMPLOYEE BENEFITS	\$48,488.00	\$2,913.85	\$15,056.34	\$10,053.83	\$23,377.83
300 - PURCHASED SERVICES	\$1,500.00	\$0.00	\$54,778.76	\$0.00	(\$53,278.76)
400 - SUPPLIES & MATERIALS	\$33,600.00	\$4,684.00	\$71,278.73	\$7,607.94	(\$45,286.67)
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$600.00	\$0.00	\$417.70	\$0.00	\$182.30
700 - NON-CAPITAL EQUIPMENT	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2140 - PSYCHOLOGICAL SERVICES					
100 - SALARIES	\$173,997.00	\$13,261.32	\$106,090.56	\$66,306.44	\$1,600.00
200 - EMPLOYEE BENEFITS	\$31,144.00	\$2,552.02	\$18,074.40	\$12,760.10	\$309.50
300 - PURCHASED SERVICES	\$1,000.00	\$128.00	\$1,576.91	\$0.00	(\$576.91)
400 - SUPPLIES & MATERIALS	\$1,050.00	\$0.00	\$0.00	\$0.00	\$1,050.00
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
100 - SALARIES	\$277,900.00	\$20,875.76	\$167,006.08	\$104,378.72	\$6,515.20
200 - EMPLOYEE BENEFITS	\$33,437.00	\$2,721.55	\$19,379.86	\$13,607.74	\$449.40
400 - SUPPLIES & MATERIALS	\$1,250.00	\$0.00	\$96.00	\$0.00	\$1,154.00
2190 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$59,000.00	\$6,710.34	\$42,385.06	\$7,218.35	\$9,396.59

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$285.00	\$45.58	\$214.64	\$53.46	\$16.90
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$351,694.00	\$26,468.23	\$274,627.63	\$76,310.05	\$756.32
200 - EMPLOYEE BENEFITS	\$39,392.00	\$3,296.53	\$31,034.25	\$9,719.92	(\$1,362.17)
300 - PURCHASED SERVICES	\$90,500.00	\$1,706.00	\$14,658.02	\$0.00	\$75,841.98
400 - SUPPLIES & MATERIALS	\$2,600.00	\$357.45	\$428.39	\$0.00	\$2,171.61
600 - OTHER OBJECTS	\$1,500.00	\$239.00	\$1,728.38	\$0.00	(\$228.38)
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$254,622.00	\$19,103.18	\$146,126.74	\$95,516.07	\$12,979.19
200 - EMPLOYEE BENEFITS	\$27,259.00	\$2,214.26	\$15,700.11	\$11,084.05	\$474.84
400 - SUPPLIES & MATERIALS	\$6,850.00	\$1,141.96	\$6,445.99	\$311.62	\$92.39
2230 - ASSESSMENT & TESTING					
300 - PURCHASED SERVICES	\$14,525.00	\$0.00	\$14,525.00	\$0.00	\$0.00
2310 - BOARD OF EDUCATION					
200 - EMPLOYEE BENEFITS	\$58,000.00	\$4,758.90	\$42,965.10	\$0.00	\$15,034.90
300 - PURCHASED SERVICES	\$236,900.00	\$6,870.50	\$153,212.64	\$0.00	\$83,687.36
400 - SUPPLIES & MATERIALS	\$2,500.00	\$0.00	\$41.72	\$0.00	\$2,458.28
600 - OTHER OBJECTS	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2320 - SUPERINTENDENT					
100 - SALARIES	\$262,056.00	\$20,158.14	\$201,581.40	\$59,557.15	\$917.45
200 - EMPLOYEE BENEFITS	\$32,369.00	\$2,648.50	\$24,416.36	\$7,917.61	\$35.03
300 - PURCHASED SERVICES	\$3,400.00	\$499.00	\$903.00	\$0.00	\$2,497.00
400 - SUPPLIES & MATERIALS	\$2,000.00	\$191.12	\$318.05	\$0.00	\$1,681.95
500 - CAPITAL OUTLAY	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$2,500.00	\$62.40	\$2,254.21	\$0.00	\$245.79
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
100 - SALARIES	\$137,451.00	\$10,584.38	\$105,208.94	\$31,752.98	\$489.08
200 - EMPLOYEE BENEFITS	\$46,064.00	\$3,155.64	\$29,059.82	\$9,413.94	\$7,590.24
2410 - PRINCIPAL					
100 - SALARIES	\$704,565.00	\$53,998.14	\$540,644.79	\$162,003.05	\$1,917.16
200 - EMPLOYEE BENEFITS	\$181,780.00	\$15,540.70	\$139,991.05	\$46,622.11	(\$4,833.16)
300 - PURCHASED SERVICES	\$6,500.00	\$82.30	\$1,780.06	\$0.00	\$4,719.94
400 - SUPPLIES & MATERIALS	\$5,200.00	\$107.90	\$1,414.18	\$0.00	\$3,785.82

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,000.00	\$0.00	\$537.00	\$0.00	\$1,463.00
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
100 - SALARIES	\$175,825.00	\$13,524.94	\$135,249.40	\$40,574.76	\$0.84
200 - EMPLOYEE BENEFITS	\$29,088.00	\$2,393.55	\$21,922.87	\$7,180.65	(\$15.52)
600 - OTHER OBJECTS	\$1,500.00	\$62.40	\$1,271.40	\$0.00	\$228.60
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2520 - FISCAL SERVICES					
100 - SALARIES	\$214,500.00	\$15,935.11	\$162,845.28	\$48,849.45	\$2,805.27
200 - EMPLOYEE BENEFITS	\$45,739.00	\$3,312.49	\$33,592.42	\$9,446.60	\$2,699.98
300 - PURCHASED SERVICES	\$118,675.00	\$2,625.00	\$5,463.35	\$0.00	\$113,211.65
400 - SUPPLIES & MATERIALS	\$5,000.00	\$88.95	\$2,897.56	\$0.00	\$2,102.44
600 - OTHER OBJECTS	\$20,000.00	\$1,287.98	\$9,270.04	\$0.00	\$10,729.96
700 - NON-CAPITAL EQUIPMENT	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
2560 - FOOD SERVICES					
100 - SALARIES	\$232,100.00	\$18,310.55	\$150,808.11	\$66,091.20	\$15,200.69
200 - EMPLOYEE BENEFITS	\$53,628.00	\$4,920.74	\$34,476.85	\$22,096.36	(\$2,945.21)
300 - PURCHASED SERVICES	\$3,000.00	\$69.90	\$650.18	\$0.00	\$2,349.82
400 - SUPPLIES & MATERIALS	\$259,200.00	\$9,847.04	\$52,098.28	\$0.00	\$207,101.72
500 - CAPITAL OUTLAY	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$152.50	\$0.00	\$1,347.50
700 - NON-CAPITAL EQUIPMENT	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00
2570 - INTERNAL SERVICES					
300 - PURCHASED SERVICES	\$20,500.00	\$286.01	\$21,078.85	\$0.00	(\$578.85)
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2630 - INFORMATION SERVICES					
100 - SALARIES	\$80,000.00	\$6,153.84	\$61,538.40	\$18,461.60	\$0.00
200 - EMPLOYEE BENEFITS	\$6,221.00	\$517.74	\$4,665.89	\$1,553.22	\$1.89
300 - PURCHASED SERVICES	\$37,000.00	\$3,599.26	\$18,746.42	\$0.00	\$18,253.58
400 - SUPPLIES & MATERIALS	\$6,000.00	\$0.00	(\$650.00)	\$400.00	\$6,250.00
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$882.02	\$0.00	\$617.98
2640 - RECRUITMENT TITLE 2A FED FUND					
300 - PURCHASED SERVICES	\$0.00	\$0.00	\$864.51	\$0.00	(\$864.51)
2660 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$439,390.00	\$34,328.72	\$337,076.67	\$106,650.32	(\$4,336.99)

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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance  Include Inactive Accounts  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$82,701.00	\$6,261.72	\$57,104.65	\$18,857.03	\$6,739.32
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$22.46	\$0.00	\$977.54
600 - OTHER OBJECTS	\$300.00	\$25.00	\$25.00	\$0.00	\$275.00
3000 - COMMUNITY SERVICES					
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
4120 - PAYMENTS FOR SPECIAL ED PROGRAMS					
300 - PURCHASED SERVICES	\$34,900.00	\$0.00	\$14,428.00	\$0.00	\$20,472.00
600 - OTHER OBJECTS	\$1,903,084.00	\$18,569.05	\$1,021,960.29	\$0.00	\$881,123.71
10 - EDUCATIONAL Total:	\$20,759,971.00	\$1,368,210.97	\$12,471,005.72	\$5,679,191.84	\$2,609,773.44

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
20 - OPERATIONS & MAINTENANCE					
0 - EXPENDITURES					
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
100 - SALARIES	\$506,000.00	\$39,159.02	\$371,052.57	\$102,848.57	\$32,098.86
200 - EMPLOYEE BENEFITS	\$74,085.00	\$6,171.71	\$55,589.85	\$18,514.12	(\$18.97)
300 - PURCHASED SERVICES	\$916,000.00	\$78,334.73	\$692,503.60	\$8,125.00	\$215,371.40
400 - SUPPLIES & MATERIALS	\$482,616.00	\$45,003.96	\$336,259.57	\$14,886.84	\$131,469.59
500 - CAPITAL OUTLAY	\$173,500.00	\$624.60	\$35,698.15	\$6,698.00	\$131,103.85
600 - OTHER OBJECTS	\$300.00	\$0.00	\$855.00	\$0.00	(\$555.00)
700 - NON-CAPITAL EQUIPMENT	\$21,000.00	\$648.10	\$7,893.45	\$277.45	\$12,829.10
20 - OPERATIONS & MAINTENANCE Total:	\$2,173,501.00	\$169,942.12	\$1,499,852.19	\$151,349.98	\$522,298.83

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance  Include Inactive Accounts  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021 Range To Date Year To Date Encumbrance Budget Balance

30 - DEBT SERVICE

0 - EXPENDITURES

5140 - DEBT SERVICE - INTEREST PAYMENTS

600 - OTHER OBJECTS	\$534,400.00	\$0.00	\$276,200.00	\$0.00	\$258,200.00
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5200 - INTEREST ON BONDS OUTSTANDING

600 - OTHER OBJECTS	\$1,085,000.00	\$0.00	\$1,085,000.00	\$0.00	\$0.00
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5400 - DEBT SERVICE LEASES

600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
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30 - DEBT SERVICE Total:	\$1,621,900.00	\$0.00	\$1,361,200.00	\$0.00	\$260,700.00
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021      Range To Date      Year To Date      Encumbrance      Budget Balance

40 - TRANSPORTATION

    0 - EXPENDITURES

        2550 - PUPIL TRANSPORTATION

            300 - PURCHASED SERVICES

\$1,208,000.00	\$100,091.99	\$517,049.86	\$0.00	\$690,950.14
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40 - TRANSPORTATION Total:	\$1,208,000.00	\$100,091.99	\$517,049.86	\$0.00	\$690,950.14
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# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021    From Date:3/1/2021    To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance   
  Include Inactive Accounts   
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
51 - IMRF					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$750.00	\$233.80	\$1,248.00	\$195.59	(\$693.59)
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,213.00	\$448.56	\$3,836.70	\$2,408.28	(\$31.98)
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$48,425.00	\$2,551.14	\$28,274.06	\$11,394.54	\$8,756.40
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$20,685.00	\$1,283.63	\$9,947.89	\$5,297.73	\$5,439.38
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$7,410.00	\$534.92	\$5,776.77	\$1,670.53	(\$37.30)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$2,100.00	\$162.04	\$1,662.92	\$506.04	(\$68.96)
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$23,300.00	\$1,699.52	\$27,618.60	\$5,308.63	(\$9,627.23)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$28,000.00	\$1,944.06	\$21,461.73	\$6,156.43	\$381.84
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$66,408.00	\$4,772.71	\$48,746.07	\$13,037.05	\$4,624.88
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$29,659.00	\$2,162.35	\$19,263.77	\$8,494.11	\$1,901.12
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$10,500.00	\$750.76	\$8,107.68	\$2,344.61	\$47.71
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$41,921.00	\$3,234.18	\$33,390.84	\$10,602.21	(\$2,072.05)
<b>51 - IMRF Total:</b>	<b>\$288,771.00</b>	<b>\$19,777.67</b>	<b>\$209,335.03</b>	<b>\$67,415.75</b>	<b>\$12,020.22</b>

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance  Include Inactive Accounts  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
52 - SOCIAL SECURITY AND MEDICARE					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$107,115.00	\$8,161.39	\$66,250.83	\$37,080.43	\$3,783.74
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,450.00	\$324.30	\$2,726.86	\$1,621.00	\$102.14
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$37,170.00	\$2,100.13	\$15,566.85	\$9,361.88	\$12,241.27
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$6,725.00	\$500.70	\$4,034.80	\$2,502.96	\$187.24
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,825.00	\$0.00	\$0.00	\$0.00	\$3,825.00
1650 - GIFTED PROGRAMS					
200 - EMPLOYEE BENEFITS	\$5,275.00	\$255.58	\$2,056.88	\$1,276.76	\$1,941.36
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,305.00	\$723.81	\$5,572.59	\$3,425.95	\$306.46
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$4,225.00	\$411.42	\$3,305.47	\$2,055.66	(\$1,136.13)
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$11,450.00	\$703.36	\$5,308.80	\$2,767.66	\$3,373.54
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,500.00	\$179.01	\$1,444.81	\$893.01	\$162.18
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$3,825.00	\$278.82	\$2,250.59	\$1,394.09	\$180.32
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$3,565.00	\$322.33	\$2,345.52	\$328.06	\$891.42
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$8,425.00	\$648.84	\$6,629.90	\$1,898.92	(\$103.82)
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,600.00	\$266.34	\$2,033.57	\$1,322.14	\$244.29
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$4,000.00	\$296.44	\$2,959.54	\$875.90	\$164.56
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$2,780.00	\$225.84	\$2,220.91	\$681.50	(\$122.41)
2410 - PRINCIPAL					

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$21,350.00	\$1,466.68	\$14,919.47	\$4,399.48	\$2,031.05
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,525.00	\$195.74	\$1,958.74	\$587.38	(\$21.12)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$16,250.00	\$1,105.20	\$11,217.78	\$3,381.74	\$1,650.48
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$41,700.00	\$2,857.53	\$27,083.64	\$7,443.91	\$7,172.45
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$16,010.00	\$1,250.38	\$10,484.14	\$4,382.28	\$1,143.58
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$6,175.00	\$455.12	\$4,566.86	\$1,365.37	\$242.77
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$26,200.00	\$2,002.37	\$19,351.65	\$6,283.70	\$564.65
<b>52 - SOCIAL SECURITY AND MEDICARE Total:</b>	<b>\$348,445.00</b>	<b>\$24,731.33</b>	<b>\$214,290.20</b>	<b>\$95,329.78</b>	<b>\$38,825.02</b>

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance       Include Inactive Accounts       Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021      Range To Date      Year To Date      Encumbrance      Budget Balance

60 - CAPITAL PROJECTS

0 - EXPENDITURES

2530 - FACILITY ACQUISITION & CONSTRUCTION

300 - PURCHASED SERVICES

\$66,471.00      \$0.00      \$68,858.03      \$0.00      (\$2,387.03)

500 - CAPITAL OUTLAY

\$708,500.00      \$0.00      \$662,823.87      \$26,850.00      \$18,826.13

2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY

\$10,000.00      \$0.00      \$2,399.00      \$0.00      \$7,601.00

60 - CAPITAL PROJECTS Total:      \$784,971.00      \$0.00      \$734,080.90      \$26,850.00      \$24,040.10

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance  Include Inactive Accounts  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
80 - TORT IMMUNITY					
0 - EXPENDITURES					
2362 - WORKERS COMPENSATION INSURANCE					
300 - PURCHASED SERVICES	\$90,000.00	\$0.00	(\$5,279.00)	\$0.00	\$95,279.00
2366 - JUDGMENTS/SETTLEMENTS					
600 - OTHER OBJECTS	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
2371 - PROPERTY INSURANCE					
300 - PURCHASED SERVICES	\$75,000.00	\$0.00	\$2,680.00	\$0.00	\$72,320.00
80 - TORT IMMUNITY Total:	\$170,000.00	\$0.00	(\$2,599.00)	\$0.00	\$172,599.00

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance       Include Inactive Accounts       Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021      Range To Date      Year To Date      Encumbrance      Budget Balance

90 - FIRE PREVENTION & SAFETY

0 - EXPENDITURES

2530 - FACILITY ACQUISITION & CONSTRUCTION

300 - PURCHASED SERVICES	\$58,750.00	\$0.00	\$69,055.90	\$0.00	(\$10,305.90)
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2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY	\$957,000.00	\$0.00	\$894,800.00	\$0.00	\$62,200.00
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90 - FIRE PREVENTION & SAFETY Total:	\$1,015,750.00	\$0.00	\$963,855.90	\$0.00	\$51,894.10
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:3/1/2021 To Date:3/31/2021

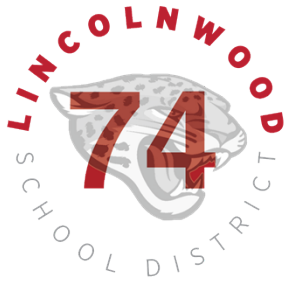
Account Mask: ??????????????????

Account Type: EXPENDITURE

- Print accounts with zero balance  Include Inactive Accounts  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
Grand Total:	\$28,371,309.00	\$1,682,754.08	\$17,968,070.80	\$6,020,137.35	\$4,383,100.85

End of Report



## Executive Summary Board of Education Meeting

DATE: June 3, 2021

TOPIC: Resolution Authorizing the Transfer of Interest Income

PREPARED BY: Courtney Whited

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

A resolution was drafted in order to complete the transfer cited in the FY21 budget.

A shortfall in Fund 80/Tort will be addressed by transferring \$35,000 of interest revenue collected under Fund 10/Educational.

### **Fiscal Impact:**

\$35,000 of Fund 10 interest transfers to Fund 80

### **Recommendation:**

The Finance Committee concurs to recommend to the Board of Education to approve the Resolution Authorizing the Transfer of Interest Income in the amount of \$35,000 from the Educational Fund to the Tort Fund.

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT NO. 74,  
COOK COUNTY, ILLINOIS**

**RESOLUTION AUTHORIZING THE TRANSFER OF INTEREST INCOME  
FROM THE EDUCATIONAL FUND TO THE TORT FUND**

WHEREAS, this Board of Education has heretofore received tax revenues and deposited said moneys into the Educational Fund, the principal balance of which has been invested and has accumulated earned interest; and

WHEREAS, this Board of Education has not heretofore earmarked or restricted the interest earned from the investment of the principal balance of its Educational Fund; and

WHEREAS, pursuant to Section 10-22.44 of the Illinois School Code this Board of Education is authorized and empowered “to transfer the interest earned from any moneys of the district in the respective fund of the district that is most in need of such interest income, as determined by the board” (105 ILCS 5/10-22.44); and

WHEREAS, as of April 5, 2021, the School District had accumulated earned interest in the Educational Fund in the approximate amount of \$71,460.23, and said Fund may have additional interest earnings by June 30, 2021, the specific amount of which will be verified in the School District’s Annual Financial Report; and

WHEREAS, none of the above interest was earmarked or restricted by the board for a designated purpose or earned for purposes of Illinois municipal retirement under the Pension Code, tort immunity under the Local Governmental

and Governmental Employees Tort Immunity Act, fire prevention, safety, energy conservation and school security purposes under Section 17-2.11 of the Illinois School Code, or capital improvements under Section 17-2.3 of the Illinois School Code; and

WHEREAS, this Board of Education finds and determines that the School District's Tort Fund is most in need of such accumulated interest and it is in the best interests of this School District to permanently transfer the accumulated interest in the Educational Fund in the amount of \$35,000.00 to the Tort Fund.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois as follows:

SECTION ONE: That the preambles to this Resolution are hereby incorporated by reference into this Section One as if fully set forth and restated herein *verbatim*.

SECTION TWO: That the Treasurer of this School District is authorized and directed to permanently transfer accumulated interest in the amount of \$35,000.00 from the District's Educational Fund to the Tort Fund by June 30, 2021.

SECTION THREE: That this Resolution shall be in full force and effect forthwith upon and after its adoption.

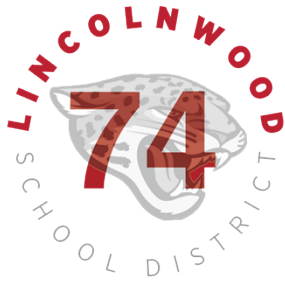
ADOPTED: This 3rd day of June, 2021.

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President, Board of Education

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Secretary, Board of Education



## Executive Summary Board of Education Meeting

DATE: June 3, 2021

TOPIC: CLIC Client Authorization to Bind Coverage

PREPARED BY: Courtney Whited

### Recommended for:

- Action
- Discussion
- Information

### Purpose/Background:

CLIC will be changing Cyber insurance partners to BCS for the 2021/2022 policy term. Based on the growing importance of Cyber coverage, provided on a claims-made basis, CLIC shared with member Districts the following information:

- BCS Insurance Letter outlining your district's 21/22 Cyber Liability Insurer through CLIC including their A.M. Best Rating ("A" Rated)
- Copy of the District's CLIC 21/22 Policy form outlining Limits/Coverages (the renewal coverages are equivalent, and in a few cases broader than expiring – ex. Not all coverages have an Aggregate)
- Since the coverage is claims-made each district will want to make sure to notify CLIC's current Cyber insurer if there are any claims or incidents/occurrences that might give rise to a Cyber, or Identity Theft, claim in the future. The District's 21/22 Cyber coverage does include Full Prior Acts, however this would only apply to a matter that the district had no knowledge of, or couldn't have reasonably foreseen, until 7/1/21 or after. Any Cyber claim or incident/occurrence giving rise to a claim that is known about, or could have reasonably been foreseen, prior to 7/1/21 would need to be covered by CLIC's current Cyber Liability insurer and thus would need to be reported to them prior to 7/1/21.

District Legal Counsel reviewed the authorization form and found it and all of the policy documentation to be acceptable. CLIC sent these materials after the May 20, 2021 Finance Committee meeting; however, CLIC is requesting a signature before June 11, 2021.

**Fiscal Impact:**

\$15,507 for \$2,000,000 limit on cyber liability/identity theft

The prior year's cost was \$4,299

**Recommendation:**

It is the Administration's recommendation to follow the guidance of Legal Counsel and proceed with the execution of CLIC's Client Authorization to Bind Coverage form.



**Gallagher**

Insurance | Risk Management | Consulting

May 27, 2021

Collective Liability Insurance Cooperative  
c/o Stevenson High School District #125  
2 Stevenson Dr  
Lincolnshire, IL 60069-2815

Re: Cyber Liability Effective July 1, 2021

Dear CLIC Member,

Outlined below is information regarding the placement of CLIC's 2021/2022 renewal Cyber coverage.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's partnerships and joint ventures.
- Defense costs are limited and included within the policy limits.
- The policy is claims-made and contains the following restrictions and claims reporting requirements:
  1. Retroactive Date: Full Prior Acts
  2. Definition of claim: Refer to the Policy Form
  3. Incident or Claim Reporting Provision: Refer to the Policy Form
  4. Continuity Date or specific dates/limits applicable to the claims made conditions: Refer to the Policy Form
- Immediately report all claims, or any event that may give rise to a claim, to the breach consultant AND the insurance carrier:

2 Steps:

1. **Call Baker & Hostetler at the 24 hour Security Breach Hotline:**  
1-866-288-1705



# Gallagher

Insurance | Risk Management | Consulting

Baker & Hostettler LLP  
45 Rockefeller Plaza  
New York, NY 10111-0100

## 2. File your claim with the insurance carrier:

Email: [rps cyberclaims@clydeco.us](mailto:rps cyberclaims@clydeco.us)

Clyde & Co. US LLP  
101 Second Street, 24th Floor  
San Francisco, CA 94105

- Gallagher is responsible for the placement of the following lines of coverage:

Cyber Liability  
CLIC Property/Casualty Program coverages  
CLIC Workers Compensation Program coverage (if applicable)  
CLIC Fiduciary Liability Program coverage (if applicable)

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

- It is recommended that you consider purchasing coverage for the following, which are not included in your insurance program: Additional Cyber Liability limit
- Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

**To bind this quote**, please refer to the “Client Authorization to Bind Coverage” page attached.

1. Date and sign.
2. Return prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

### Your Gallagher CLIC Team

Michael McHugh – 630.285.4373 – [Michael\\_McHugh@ajg.com](mailto:Michael_McHugh@ajg.com)  
Byron Given – 630.694.5367 – [Byron\\_Given@ajg.com](mailto:Byron_Given@ajg.com)  
Tyler Mackenzie – 630.694.5165 – [Tyler\\_Mackenzie@ajg.com](mailto:Tyler_Mackenzie@ajg.com)  
Eileen McWeeney – 630.285.3640 – [Eileen\\_McWeeney@ajg.com](mailto:Eileen_McWeeney@ajg.com)  
Amanda Clark – 630.285.3967 – [Amanda\\_Clark@ajg.com](mailto:Amanda_Clark@ajg.com)  
Kate Osterheld – 630.285.3848 – [Kate\\_Osterheld@ajg.com](mailto:Kate_Osterheld@ajg.com)



## Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Cyber Liability	BCS Insurance Company	Risk Placement Services, Inc.	See Green Pricing Sheet	10 %	4 % + \$100.00 Per Member

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
3. The commission rate is a percentage of annual premium excluding taxes & fees.  
Gallagher is receiving 10%



## Important Disclosures

**IMPORTANT:** The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.



## Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or by regular mail at:

Chief Compliance Officer  
Gallagher Global Brokerage  
Arthur J. Gallagher & Co.  
2850 Golf Rd.  
Rolling Meadows, IL 60008



## Carrier Ratings and Admitted Status

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
BCS Insurance Company	A- VIII (Excellent)	Admitted

\*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

## Client Authorization to Bind Coverage

After careful consideration of Gallagher’s proposal dated May 27, 2021, we accept the following coverage(s).

**POLICY OPTIONS:**

YES	NO	OPTION DESCRIPTION
		<b>Bind All Policies As Shown Herein:</b>
X		<b>Cyber Liability</b>
X		Limit: \$2,000,000
X		Retention: See Green Pricing Sheet
X		Premium: See Green Pricing Sheet

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

**EXPOSURES AND VALUES**

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Gallagher’s liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys’ fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Dated

# Cyber Insurance Information



# Frequently Asked Questions

Do you have any questions about your insurance? The frequently asked questions below are here to help you make an informed decision.

## What is Cyber Insurance?

“Cyber” insurance is insurance coverage specifically designed to protect a business or organization from a range of threats and incidents relating to a breach event including:

- Liability claims involving the unauthorized release of information for which the organization has a legal obligation to keep private
- Liability claims alleging invasion of privacy and/or copyright/trademark violations in a digital, online or social media environment
- Liability claims alleging failures of computer security that result in deletion/alteration of data, transmission of malicious code, denial of service, etc.
- Defense costs in State or Federal regulatory proceedings that involve violations of privacy law; and
- The provision of expert resources and monetary reimbursement to the Insured for the out-of-pocket (1st Party) expenses associated with the appropriate handling of the types of incidents listed above

The term “Cyber” implies coverage only for incidents that involve electronic hacking or online activities, when in fact this product is much broader, covering private data and communications in many different formats – paper, digital or otherwise.

## What does Privacy Liability (including Employee Privacy) cover?

The Privacy Liability aspect of the insuring agreement in our policy goes beyond providing liability protection for the Insured against the unauthorized release of Personally Identifiable Information (PII), Protected Health Information (PHI), and corporate confidential information of third parties and employees, like most popular "Data Breach" policies. Rather, our policy provides true Privacy protection in that the definition of **Privacy Breach** includes violations of a person's right to privacy, etc. Because information lost in every data breach may not fit State or Federal-specific definitions of PII or PHI, our policy broadens coverage to help fill these potentially costly gaps. This is a key provision that truly sets the BCS policy apart from others.

## What does Privacy Regulatory Claims Coverage cover?

The Privacy Regulatory Claims Coverage insuring agreement provides coverage for both legal defense and the resulting fines/penalties emanating from a **Regulatory Claim** made against the Insured, alleging a privacy breach or a violation of a Federal, State, local or foreign statute or regulation with respect to privacy regulations.

## Does this policy cover regulatory investigations and/or fines related to GDPR privacy violations?

The BCS cyber policy has always provided broad **Regulatory Claim** coverage that would contemplate defense and penalties associated with unintentional violations of domestic and foreign privacy statutes. In accordance with the implementation of the EU's General Data Protection Regulation, BCS added clarifying language to the policy form under the definitions of **Privacy Regulations** and **Private Information** to specifically reference coverage for GDPR by name (subject to policy terms and conditions). It is important to note that fines and penalties may not be insurable by law in certain U.S. States and in certain foreign countries, including some member countries of the European Union.

## Does this policy cover regulatory investigations and/or fines related to privacy violations of the California Consumer Privacy Act (CCPA) or the Biometric Information Privacy Act (BIPA) in Illinois?

As the nature and complexity of privacy laws continues to expand across not only the U.S., but the world, the BCS policy is well positioned to address these concerns, where insurable by law. Both the California Consumer Privacy Act and the Biometric Information Privacy Act are examples of the “future-proof” nature of coverage afforded under the policy’s broad definition of **Privacy Regulations**. For instance, some insurers have issued endorsements to their policies to carve back coverage for CCPA in their anti-trust exclusions. The BCS policy has already contemplated this via carvebacks for **Regulatory Claims**, so no change of that nature is necessary. Further, some carriers have endorsed their forms to carve back coverage for CCPA in their Wrongful Collection or Gathering or Distribution of Information exclusion. No such exclusion exists in the BCS form, making an additional endorsement of this nature unnecessary. Lastly, with respect to covering the unlawful collection of, or protection of biometric information, the definition of **Private Information** in the BCS form is significantly broader than many competing forms, thus, information of this nature is inherently contemplated in the coverage.

## What does Security Breach Response Coverage cover?

This 1st Party coverage reimburses an Insured for costs incurred in the event of a security breach of personal, non-public information of their customers or employees. Examples include:

- The hiring of a public relations consultant to help avert or mitigate damage to the Insured’s brand
- IT forensics, customer notification and 1st Party legal expenses to determine the Insured’s obligations under applicable Privacy Regulations
- Credit monitoring expenses for affected customers for up to 12 months, and longer if circumstances require.

The BCS policy can also extend coverage even in instances where there is no legal duty to notify if the Insured feels that doing so will mitigate potential brand damage (such voluntary notification requires prior written consent).

## What does Security Liability cover?

The Security Liability insuring agreement provides coverage for the Insured for allegations of a **Security Wrongful Act**, including:

- The inability of a third-party, who is authorized to do so, to gain access to the Insured’s computer systems
- The failure to prevent unauthorized access to or use of a computer system, and/or the failure to prevent false communications such as phishing that results in corruption, deletion of or damage to electronic data, theft of data and denial of service attacks against websites or computer systems of a third party
- Protects against liability associated with the Insured’s failure to prevent transmission of malicious code from their **Computer System** to a third party’s **Computer System**

## What does Multimedia Liability cover?

The Multimedia Liability insuring agreement provides broad coverage against allegations that include:

- Defamation, libel, slander, emotional distress, invasion of the right to privacy, copyright and other forms of intellectual property infringement (patent excluded) in the course of the Insured’s communication of **Media Content** in electronic (website, social media, etc.) or non-electronic forms

Other Cyber insurance policies often limit this coverage to content posted to the Insured’s website. Our policy extends what types of media are covered as well as the locations where this information resides.

### What does Cyber Extortion cover?

The Cyber Extortion insuring agreement provides:

- Expense and payments (including ransom payments if necessary) to a third party to avert potential damage threatened against the Insured such as the introduction of malicious code, system interruption, data corruption or destruction or dissemination of personal or confidential corporate information.
- Ransomware is among the most reported types of cybersecurity incidents. Verizon's 2018 Data Breach Investigations Report (DBIR) indicated that ransomware is the most common type of malware, found in 39 percent of malware-related data breaches – double of the amount reported in last year's DBIR. Investigation and other expenses associated with ransomware events are contemplated under the **Cyber Extortion** insuring agreement. Additionally, Symantec's 2018 Internet Security Threat Report indicated that 2017 brought a 46% increase in new ransomware variants. Having the proper team in place to help you navigate the intricacies of a ransomware attack is critical and the BCS policy provides this through the **Cyber Extortion** coverage.

### What does Business Income and Digital Asset Restoration cover?

The Business Income and Digital Asset Restoration insuring agreement provides for lost earnings and expenses incurred because of a **Network Disruption**, or, an authorized third-party's inability to access a **Computer System**. The policy will also cover for lost business as a result of a loss of reputation caused by any failure or disruption to **Computer Systems**. **Restoration Costs** to restore or recreate digital (not hardware) assets to their pre-loss state are provided for as well. What's more, the definition of **Computer System** is broadened to include not only systems under the Insured's direct control, but also systems under the control of a **Service Provider** with whom the Insured contracts to hold or process their digital assets. Many competing Cyber insurance forms require that a **Security Breach** take place in order for Business Interruption coverage to respond. The BCS form is unique in that the definition of **Network Disruption** is extremely broad and includes any unplanned failure, interruption or degradation of the operation of your **Computer System** or the **Computer System** of an IT service provider – whether it was caused by a **Security Breach** or otherwise. The BCS policy further differentiates itself by taking this expansion of coverage a step further. In addition to IT service providers, coverage for **Network Disruption** is provided (on a sub-limited basis) to **Outsourced Providers**, that is, any provider, other than an IT **Service Provider**, that provides services (other than IT services) for you, pursuant to a written contract. This expanded coverage is offered without the need for additional underwriting and is sometimes referred to as "Supply Chain Business Interruption"

### What is Systems Integrity Restoration coverage?

A sub-section of the **Business Income and Digital Asset Restoration** insuring agreement, **Systems Integrity Restoration Loss** provides a sub-limit for costs associated with replacement of an Insured's **Computer System** directly impacted by a **Security Compromise**.

### What is "PCI-DSS Assessment" coverage?

The Payment Card Industry Data Security Standard (PCI-DSS) was established in 2006 through a collaboration of the major credit card brands as a means of bringing standardized security best practices for the secure processing of credit card transactions. Merchants and service providers must adhere to certain goals and requirements in order to be "PCI Compliant," and certain specific agreements, may subject an Insured to an "assessment" for breach of such agreements. The AJG Cyber Policy responds to **PCI Assessments** as well as claims expenses in the wake of a breach involving cardholder information. Additionally, this coverage provides for expenses associated with a mandatory audit performed by a Qualified Security Assessor (QSA), certified by the PCI Security Standards Council, to show you are PCI DSS compliant, following a **Security Breach**.

### What is Cyber Deception coverage?

The **Cyber Deception** extension is purchased for an additional premium if the applicant is eligible. The extension provides coverage for the intentional misleading of the Applicant by means of a dishonest misrepresentation of a material fact contained or conveyed within an electronic or telephonic communication(s) and which is relied upon by the Applicant believing it to be genuine. This is commonly known as spear-phishing or social engineering", and, along with ransomware events, is among the most reported incidents to the BCS Cyber policy. Many Cyber policies offering this coverage require that the insured call back, or, attempt to verify the request's authenticity via a method other than the original means. In other words, if a request to transfer money to a different bank routing number is received via email, other Cyber policies may require that the person receiving the email attempt to verify the request also via telephone before authorizing the transfer of money. While the application process asks a question regarding controls in place for this, the BCS policy differentiates itself further by not requiring this of insureds in the policy wording. Additionally, this coverage provides for the loss of money from the Insured's account, or, the loss of money held on behalf of the Insured's customers or clients (aka funds held in escrow). The BCS policy does not presently offer **Cyber Deception** coverage to financial institutions or title agents.

### What is Telephone Hacking coverage?

**Telephone Hacking** coverage is included in the **Electronic Fraud** sub-section of the BCS policy. It provides a sub-limit of coverage for the intentional, unauthorized and fraudulent use of your **Telecommunications Services** (ie: telephone, fax, broadband or other data transmission services that you purchase from third parties) that results in unauthorized calls or unauthorized use of your bandwidth.

### What is Funds Transfer Fraud coverage?

**Funds Transfer Fraud** coverage is available in the **Electronic Fraud** sub-section of the BCS policy for insureds who are NOT classified as Financial Institutions (Financial Institutions includes Community, State or Credit Unions, as well as National Financial Institutions, Banks, etc.) or Title/Escrow/Settlement/Closing Agents or Agencies. For those organizations who are not in the Financial Institution or Title/Escrow/Settlement/Closing Agents or Agencies classifications, the coverage provides coverage for unauthorized electronic funds transfer, theft of your money or other financial assets from your bank by electronic means, theft of your money or other financial assets from your corporate credit cards by electronic means, or any fraudulent manipulation of electronic documentation while stored on your **Computer System**. This should not be confused with **Cyber Deception** coverage which requires a willful release of funds (not theft) based on a fraudulent instruction the insured believes to be true.

### What is Phishing coverage?

Coverage for **Phishing Loss** is available in the **Electronic Fraud** sub-section of the BCS policy. The coverage provides reimbursement to the Insured when they are unable to collect a receivable due to them because of a third party's impersonation of them via email or other electronic means. This is often experienced when the Insured's system is compromised and a fraudster sends out an invoice, purporting to come from the Insured, however, payment routing information is changed to divert funds to the fraudster who is executing the crime. As a result, customers pay over amounts owed to fraudulent accounts, instead of to the Insured's account, and the Insured is unable to collect the monies owed to them.

### What is Services Fraud Loss coverage?

**Services Fraud Loss** is provided in the **Electronic Fraud** sub-section of the BCS policy. “Cryptojacking” is an illegal activity on the rise whereby hackers infiltrate an Insured’s system and utilize the computing power of the network they have taken over in order to mine digital currencies. This vast increase in the infiltrators’ computing resources can lead to excessive bandwidth charges that the Insured could unknowingly incur as a result of the incident. **Services Fraud Loss** will also reimburse the Insured in the event their **Computer System** is taken over by a third party and they incur charges associated with the unauthorized use of Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), Network-as-a-Service (Naas) or IP telephony.

### What is Reward Fund Loss coverage?

Also provided in the **Electronic Fraud** sub-section of the BCS policy, **Reward Fund Loss** provides reimbursement to the Insured (subject to prior underwriter consent) for monies they pay for information that leads to the arrest and conviction of any individuals committing or trying to commit an illegal act associated with a covered **Event** in the policy.

### What is Personal Financial Loss coverage?

**Personal Financial Loss**, provided in the **Electronic Fraud** sub-section of the BCS policy, reimburses senior executive officers of the Insured for theft of money or other financial assets from their personal bank account, or identity theft of a senior executive officer, resulting from a covered **Security Breach** or **Security Compromise**.

### What is Court Attendance Costs coverage?

Within the definition of **Claims Expenses**, **Court Attendance Costs** provides the Insured for reasonable sums they incur (with prior written agreement) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any covered **Claim** to which the Insured is entitled to a defense under the policy.

### What is Bodily Injury and Property Damage Liability coverage?

Typically, Cyber insurance policies carry absolute exclusions for **Bodily Injury** and **Property Damage** liability. The BCS policy provides a sub-limit of coverage for liabilities associated with **Bodily Injury** and/or **Property Damage** if resulting from a **Claim** described in the **Privacy Liability** or **Security Liability** insuring agreements.

### What is TCPA coverage?

The Telephone Consumer Protection Act (TCPA) is a law passed by the U.S. Congress in 1991 that amends the Communications Act of 1934. TCPA restricts telephone solicitations and the use of automated telephone equipment, automatic dialing systems, artificial or prerecorded voice messages, SMS text messages and other unsolicited means of communications. Most Cyber liability insurance policies carry a strict TCPA exclusion. The BCS policy provides a sub-limit of coverage for TCPA allegations and provides this coverage for both **Damages** and/or **Claims Expenses** – a clear differentiator in the marketplace.

### What is HIPAA Corrective Action Plan coverage?

Part of the **Regulatory Liability Claims Coverage** insuring agreement, **HIPAA Corrective Action Plan Costs** are costs the Insured is obligated to pay to meet any of the requirements specified within a HIPAA corrective action plan resulting from a **Regulatory Claim** covered by the policy. Examples of costs incurred in this regard could include conducting a risk analysis, implementing risk management plans to mitigate future risk, revision of policies and procedures related to the HIPAA Security Rule, implementation of training programs and more.

### What is Post Breach Response coverage?

Part of the **Breach Response Costs** definition, **Post Breach Response** provides the Insured a sub-limit of coverage (with prior consent, and utilizing pre-approved vendors) for costs incurred for the revision of an incident response plan, the completion of a network security audit, an information security risk assessment, and/or the implementation of a security awareness training program.

### What is Independent Consultant coverage?

An extension of the **Business Income Loss** definition, this coverage provides for necessary costs to retain an independent consultant to determine the amount of an Insured's **Business Income Loss**.

### What is Outsourced Provider coverage?

The policy provides a sub-limit of coverage for **Business Income Loss** resulting from a **Network Disruption** that occurs on an **Outsourced Provider's Computer System**. Outsourced Providers are businesses the Insured works with that perform services other than IT services, pursuant to a written contract. Also known as system failure coverage for "supply chain" partners, the coverage afforded under these terms is among the broadest in the industry.

### What is Computer Hardware coverage?

Found within the definition of **Restoration Costs**, the policy will provide for reasonable and necessary costs to install a more secure and efficient version of the Insured's **Computer System** up to 25% more than the cost would have been to replace the original model, subject to a sub-limit of coverage for hardware replacement.

### How is this policy better than other options in the marketplace?

As with any insurance policy, what sets our coverage apart lies in the definitions and exclusions in the policy. The BCS policy offers broader definitions of critical terms such as **Privacy Breach**, **Computer System**, and **Media Content**. Additionally, the BCS policy provides industry-leading coverage in the area of Business Interruption. These definitions, along with the absence of some industry-standard exclusions and a drastically streamlined application process, make this policy more comprehensive and easier to access than the typical Cyber policy available from traditional sources.

### **Isn't this already covered under most business insurance plans?**

The short answer is "No". While liability coverage for data breach and privacy claims has been found in limited instances through General Liability, Commercial Crime and some D&O policies, these forms were not intended to respond to the modern threats posed in today's 24/7 information environment. Where coverage has been afforded in the past, carriers (and the ISO) are taking great measures to include exclusionary language in form updates that make clear their intentions of not covering these threats. Additionally, even if coverage can be found in rare instances through other policies, they lack the expert resources and critical 1st Party coverages that help mitigate the financial, operational and reputational damages a data breach can inflict on an organization.

### **Are businesses required to carry this coverage?**

While there is presently no law that requires a business or organization to carry Cyber Liability Insurance, there is a national trend in business contracts for proof of this coverage. In addition, the SEC and other regulatory bodies are encouraging disclosure of this coverage as a way of demonstrating sound information security risk management. Laws such as HIPAA-HITECH, GDPR and Gramm-Leach-Bliley and state-specific data breach laws are continually driving demand as requirements for notification in the wake of a data breach become more expensive, and expectations around the level of response by an impacted organization are increased.

### **Do small businesses need this coverage?**

A recent Ponemon Institute report uncovered that 50% of small and medium sized US businesses had suffered a data breach, with 55% suffering a cyber-attack, with the most prevalent attack being non-sophisticated phishing attempts. The US National Cyber Security Alliance has advised that 60% of small companies are out of business within 6 months after being hacked. While breaches involving public corporations and government entities garner the vast majority of headlines, it is the small business that can be most at risk. With lower information security budgets, limited personnel and greater system vulnerabilities, small businesses are increasingly at risk for a data breach. In the past, many small business owners in the SME space were reluctant to purchase Cyber liability insurance coverage because they did not see themselves as data rich targets. Today's trends are showing that much of the data breach and ransomware attacks in today's business environment are indiscriminant of industry or size. Random attacks distributed to thousands of unknown recipients with the hopes of snaring just a limited number have caused business owners of all sizes and descriptions to re-think their approach to this huge risk and purchase insurance to mitigate the effects.

### **If e-commerce functions such as payment processing or data storage are outsourced, is this coverage still needed?**

The responsibility to notify customers of a data breach or legal liabilities associated with protecting customer data, remain the responsibility of the Insured. Generally speaking, business relationships exist between Insureds and their customers, not their customers and the back-office vendors the Insured uses to assist them in their operations. Outsourcing business critical functions such as payment processing, data storage, website hosting, etc. can help insulate Insureds from risk, however, the contractual agreement wording between Insureds, their customers and the vendors with whom they do business will govern the extent to which liability is assigned in specific incidents.

## What is the cost of not buying the coverage and self-insuring a data breach?

The Ponemon Institute, a well-known research firm, publishes an annual “Cost of a Data Breach” report. In partnership with IBM, the 2017 report indicated that the average cost paid for each lost or stolen record is \$148. These numbers are reflective of both the indirect expenses associated with a breach (time, effort and other organizational resources spent during the data breach resolution, customer churn, etc.), as well as direct expenses (customer notification, credit monitoring, forensics, hiring a law firm, etc.). The 2018 cost reflects a 6.4% increase over the 2017 report.

In 2018, The average total cost of a data breach, globally, rose to \$3.86 million dollars. The likelihood of a recurring breach to a business within two years was a staggering 27.9%. More information can be found in the “2018 Cost of Data Breach” study by Ponemon:

[www.ibm.com/security/data-breach](http://www.ibm.com/security/data-breach) .

In addition, the cost of breaches has evolved from just the cost of notification to now include ransom demands, business income loss, theft, and associated liability costs. These additional factors have also contributed to driving up the potential financial impact of a breach incident.

## Who is the insurance carrier?

The BCS Cyber and Privacy Liability Policy is underwritten by BCS Insurance Company and powered by and with the backing of certain syndicates at Lloyd’s of London. BCS Insurance Company is a licensed, admitted insurance company in all states and the District of Columbia. The BCS Cyber policy is admitted in every state except VT. BCS Insurance Company provides value through a solid foundation of strong governance, national and international capabilities and product and industry expertise and is rated A- (Excellent) by A.M. Best. BCS Insurance has been in business for over 60 years. It is a wholly owned subsidiary of BCS Financial Corporation which, in turn, is owned by all Blue Cross Blue Shield primary licensees. BCS Insurance Company’s relationship with certain syndicates at Lloyd’s of London brings additional strength, stability and industry-leading expertise to the AJG cyber insurance program. BCS was recognized by A.M. Best as the #6 Standalone Cyber Insurer in 2018, according to direct written premium, in their 2019 Best’s Market Segment Report.

## What is the claims-handling process?

A 24-hour data breach hotline is available to report incidents or even suspected incidents. As soon as you suspect a data breach incident or receive notice of a claim, you should call the hotline listed in your policy. This hotline is manned by Baker Hostetler, a world-wide leading privacy law firm with experience in handling thousands of data breach events. After this initial call, Baker Hostetler will then provide on your behalf the required notice to Atheria Law PC, the designated legal firm that has been contracted to triage initial notices on behalf of the insurer. Your Gallagher broker will receive notification of the incident (or any third-party claim) as well. It is critical that you immediately report any and all incidents that you believe could give rise to a claim of any kind under this policy. You can expect Baker Hostetler to manage all breach response related activities associated with data/privacy incidents. It is also likely that interaction with representatives from Atheria Law will occur throughout the claims process for matters concerning coverage applicability, retentions, reimbursements and payment to vendors.

The information and descriptions contained in this FAQ are intended as general information and are not complete descriptions of all terms, exclusions and conditions applicable to the products and services offered by Gallagher or any insurance company represented by us. This is not a guarantee of coverage. The information contained throughout this summary is not an insurance policy or contract of insurance. The insurance coverage afforded by

Gallagher is subject to the terms and conditions of the policies as issued. This discussion is not legal advice. Gallagher does not provide legal advice and highly recommends that insureds seek legal advice of qualified legal counsel in order to become fully apprised of the legal implications related to these issues.

QUOTATION  
This is not a valid Policy



**BCS Insurance Company**  
**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, IL 60181**  
**(312) 803-7384**

(A stock insurance company, herein the "Company")

## Policy No. TBD

Cyber and Privacy Liability Insurance Policy

94.111 (07/19)

**NOTICE: THE POLICY CONTAINS ONE OR MORE COVERAGES. CERTAIN COVERAGES ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIMS EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION (S). PLEASE READ THIS POLICY CAREFULLY.**

### POLICY DECLARATIONS

<b>ITEM 1.</b>	<b>NAMED INSURED</b>	Collective Liability Insurance Cooperative
	<b>ADDRESS</b>	c/o Stevenson High School District #125
<b>ITEM 2.</b>	<b>POLICY PERIOD</b>	7/1/2021 to 7/1/2022
<b>ITEM 3.</b>	<b>POLICY LIMITS OF LIABILITY AND COVERAGES PURCHASED</b>	I. Aggregate Limit of Liability: \$2,000,000 (Aggregate for Each and Every Claim or Event including Claims Expenses)  II. Sublimit of Liability for Individual Coverage(s) Purchased: \$2,000,000 "Nil" or "N/A" Sublimit of Liability for any coverage indicates that the coverage was not purchased

COVERAGE	PER CLAIM SUBLIMIT OF LIABILITY INCLUDES CLAIM EXPENSES	AGGREGATE SUBLIMIT OF LIABILITY
A. Privacy Liability (including Employee Privacy)	\$2,000,000	\$2,000,000
B. Privacy Regulatory Claims Coverage	\$2,000,000	\$2,000,000
C. Security Breach Response Coverage	\$2,000,000	None
D. Security Liability	\$2,000,000	\$2,000,000
E. Multimedia Liability	\$2,000,000	\$2,000,000
F. Cyber Extortion	\$2,000,000	None
G. Business Income and Digital Asset Restoration		
1. Business Income Loss	\$2,000,000	None
2. Restoration Costs	\$2,000,000	None
3. Reputation Business Income Loss	\$2,000,000	None



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4. Systems Integrity Restoration Loss *	\$250,000	None
H. PCI DSS Assessment	\$2,000,000	\$2,000,000
I. Electronic Fraud		
1. Phishing Loss	\$50,000	None
2. Services Fraud Loss	\$100,000	None
3. Reward Fund Loss	\$50,000	None
4. Personal Financial Loss	\$250,000	None
5. Corporate Identify Theft Loss	\$250,000	None
6. Telephone Hacking Loss	\$100,000	None
7. Direct Financial Loss (Funds Transfer Fraud)	\$100,000	None
8. Cyber Deception**	N/A	N/A

\* e.g. bricking

\*\* e.g. social engineering

III. Supplemental Limits

COVERAGE	SUBLIMIT OF LIABILITY
A. Court Attendance Costs	\$100,000
B. Bodily Injury / Property Damage Liability	\$250,000
C. TCPA	\$100,000
D. HIPAA Corrective Action Plan Costs	\$50,000
E. Post Breach Response	\$25,000
F. Independent Consultant	\$25,000
G. Outsourced Provider	\$250,000
H. Computer System	\$250,000

**ITEM 4. RETENTION (including Claims Expenses):**

COVERAGE	EACH CLAIM OR EVENT	AGGREGATE
A. Privacy Liability (including Employee Privacy)	See Green Pricing Sheet	See Green Pricing Sheet
B. Privacy Regulatory Claims Coverage	See Green Pricing Sheet	See Green Pricing Sheet
C. Security Breach Response Coverage	See Green Pricing Sheet	See Green Pricing Sheet
D. Security Liability	See Green Pricing Sheet	See Green Pricing Sheet
E. Multimedia Liability	See Green Pricing Sheet	See Green Pricing Sheet
F. Cyber Extortion	See Green Pricing Sheet	See Green Pricing Sheet



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G. Business Income and Digital Asset Restoration	See Green Pricing Sheet	See Green Pricing Sheet
H. PCI DSS Assessment	See Green Pricing Sheet	See Green Pricing Sheet
I. Electronic Fraud		
1. Phishing Loss	See Green Pricing Sheet	See Green Pricing Sheet
2. Services Fraud Loss	See Green Pricing Sheet	See Green Pricing Sheet
3. Reward Fund Loss	See Green Pricing Sheet	See Green Pricing Sheet
4. Personal Financial Loss	See Green Pricing Sheet	See Green Pricing Sheet
5. Corporate Identify Theft Loss	See Green Pricing Sheet	See Green Pricing Sheet
6. Telephone Hacking Loss	See Green Pricing Sheet	See Green Pricing Sheet
7. Direct Financial Loss (Funds Transfer Fraud)	See Green Pricing Sheet	See Green Pricing Sheet
8. Cyber Deception	N/A	N/A

<b>ITEM 5. PREMIUM</b>	Included in Cyber Cost shown on Green Pricing Sheet
<b>TRIA PREMIUM:</b>	Included in Cyber Cost shown on Green Pricing Sheet
<b>RPS Service Fee:</b>	Included in Cyber Cost shown on Green Pricing Sheet
<b>TOTAL:</b>	See Green Pricing Sheet

**ITEM 6. TERRITORIAL LIMITS** Worldwide

**ITEM 7. RETROACTIVE DATE** Full Prior Acts

**ITEM 8. NOTICE OF CLAIM** Call Baker Hostetler at the 24 Hour Security Breach Hotline: 1-866-288-1705  
 Or email RPSCyberClaims@bakerlaw.com  
 Or contact:  
 BakerHostetler  
 45 Rockefeller Plaza  
 New York, NY 10111  
 Attn: RPSCyberClaims

**ITEM 9. SERVICE OF SUIT** Risk Situated in California:  
 Eileen Ridley  
 FLWA Service Corp.  
 c/o Foley & Lardner LLP  
 555 California Street, Suite 1700, San Francisco, CA 94104-1520

Risks Situated in All Other States:  
 Mendes & Mount  
 750 Seventh Avenue, New York, NY 10019

**ITEM 10. CHOICE OF LAW** Illinois



**BCS Insurance Company**  
**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, IL 60181**  
**(312) 803-7384**

**ITEM 11. WAITING PERIOD:**

8 hrs waiting period

**FORMS AND ENDORSEMENTS  
EFFECTIVE AT INCEPTION**

94.200 (07/19) CYBER AND PRIVACY LIABILITY POLICY FORM  
94.102 (01 15) Nuclear Incident Exclusion  
94.103 (01 15) Radioactive Contamination Exclusion  
94.805 (06/17) Breach Response Team Endorsement  
94.801 IL (07/19) Illinois Amendatory Endorsement  
94.551 (01 15) Coverage for Certified Acts of Terrorism (Included only if  
Terrorism coverage is elected at 1% additional premium)  
94.552 IL (04 15) War and Terrorism Endorsement  
BCSI-X010 IL (01 15) IL Notice

This is not a valid Policy Quotation

## **BCS INSURANCE COMPANY**

**2 Mid America Plaza, Suite 200  
Oakbrook Terrace, Illinois 60181**

**NOTICE: THIS POLICY IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST YOU AND NOTIFIED TO US DURING THE POLICY PERIOD (OR EXTENDED REPORTING PERIOD, IF APPLICABLE) AS REQUIRED HEREIN, AND LOSS FROM EVENTS THAT FIRST OCCUR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD THAT YOU FIRST LEARN OF AND REPORT TO US DURING THE POLICY PERIOD AS REQUIRED HEREIN. CLAIMS EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION(S). TERMS THAT APPEAR IN "QUOTATIONS" HAVE SPECIAL MEANINGS. SEE THE DEFINITIONS FOR MORE INFORMATION. PLEASE READ THIS POLICY CAREFULLY.**

### **CYBER AND PRIVACY LIABILITY POLICY FORM**

In consideration of the payment of the premium and reliance upon the statements made by "You" in the "Application" and subject to the Limit of Liability, exclusions, conditions and other terms of this Policy, it is agreed as follows:

#### **I. COVERAGES**

##### **A. PRIVACY LIABILITY (INCLUDING EMPLOYEE PRIVACY)**

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Privacy Wrongful Act" occurring on or after the "Retroactive Date" and before the end of the "Policy Period", harming any third (3rd) party or "Employee".

##### **B. PRIVACY REGULATORY CLAIMS COVERAGE**

"We" shall pay on "Your" behalf "Regulatory Fines", "Consumer Redress Funds", "HIPAA Corrective Action Plan Costs" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Regulatory Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Privacy Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

##### **C. SECURITY BREACH RESPONSE COVERAGE**

"We" shall pay on "Your" behalf any "Breach Response Costs" in excess of the applicable retention that are incurred in the event of a "Security Breach" with respect to "Private Information" or after a "Cyber-Extortion Threat".

"We" will not make any payment under this Coverage unless the "Security Breach" first occurs after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Breach" during the "Policy Period" and report the "Security Breach" to "Us" as soon as practicable within the "Policy Period".

#### **D. SECURITY LIABILITY**

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Security Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

#### **E. MULTIMEDIA LIABILITY**

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Multimedia Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

#### **F. CYBER EXTORTION**

"We" shall reimburse "You" for the "Cyber-Extortion Expenses and Cyber-Extortion Payments" that "You" actually pay in excess of the applicable retention directly resulting from a "Cyber-Extortion Threat" that "You" first receive and report to "Us" as soon as practicable during the "Policy Period".

#### **G. BUSINESS INCOME AND DIGITAL ASSET RESTORATION**

1. "We" shall pay "Your Organization" for the "Business Income Loss" in excess of the applicable retention that "You" sustain during a "Period of Restoration" resulting directly from a "Network Disruption" that commences during the "Policy Period", but only if the duration of such "Period of Restoration" exceeds the "Waiting Period" set forth in the Declarations, and such "Network Disruption" first occurs after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Network Disruption" during the "Policy Period" and report the "Network Disruption" to "Us" as soon as practicable within the "Policy Period".
2. "We" shall reimburse "Your Organization" for the "Restoration Costs" in excess of the applicable retention that "You" incur because of the alteration, destruction, damage or loss of "Digital Assets" that commences during the "Policy Period" resulting solely and directly from a "Security Compromise", but only if such "Security Compromise" first occurs on or after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Compromise" during the "Policy Period" and report the "Security Compromise" to "Us" as soon as practicable within the "Policy Period".
3. "We" shall pay "Your Organization" for the "Reputation Business Income Loss" in excess of the applicable retention that "You" sustain following a "Security Breach" or "Network Disruption", but only if such "Security Breach" or "Network Disruption" first occurs on or after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Breach" or "Network Disruption" during the "Policy Period" and report the "Security Breach" or "Network Disruption" to "Us" as soon as practicable within the "Policy Period".
4. "We" shall reimburse "Your Organization" for the "Systems Integrity Restoration Loss" in excess of the applicable retention caused by a "Security Compromise", but only if such "Security Compromise" first occurs on or after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Compromise" during the "Policy Period".

Period” and report the “Security Compromise” to “Us” as soon as practicable within the “Policy Period”.

#### **H. PCI DSS ASSESSMENT**

“We” shall pay on “Your” behalf “Damages” and “Claims Expenses” that “You” become legally obligated to pay in excess of the applicable retention resulting from a “Claim” first made against “You” and reported to “Us” during the “Policy Period” or “Extended Reporting Period” arising out of a “PCI DSS Wrongful Act” occurring on or after the “Retroactive Date” and before the end of the “Policy Period”.

#### **I. ELECTRONIC FRAUD**

1. “We” shall reimburse “Your Organization” in excess of the applicable retention for a “Phishing Loss” caused by a “Phishing Event” first discovered by “You” and reported to “Us” during the “Policy Period”.
2. “We” shall reimburse “Your Organization” in excess of the applicable retention for a “Services Fraud Loss” caused by a “Services Fraud Event” first discovered by “You” and reported to “Us” during the “Policy Period”.
3. “We” shall reimburse “Your Organization” for “Reward Fund Loss” paid by “You” with “Our” prior written consent in excess of the applicable retention related to an “Event” implicating coverage under this Policy; but will not include any amount based upon information provided by “You”, “Your” auditors or any individual hired or retained to investigate the illegal acts. All criminal reward funds offered pursuant to this Policy must expire no later than 6 months following the end of the “Policy Period”.
4. “We” shall reimburse any senior executive officer(s) of “Your Organization” in excess of the applicable retention for “Personal Financial Loss” as a direct result of a “Security Breach” or “Security Compromise” first discovered by “You” and reported to “Us” during the “Policy Period”.
5. “We” shall reimburse “Your Organization” in excess of the applicable retention for “Corporate Identity Theft Loss” incurred by “You” as a direct result of a “Security Breach” or “Security Compromise” first discovered by “You” and reported to “Us” during the “Policy Period”.
6. “We” shall reimburse “Your Organization” for “Telephone Hacking Loss” in excess of the applicable retention arising from a “Telephone Hacking Event” first discovered by “You” during the “Policy Period” as a direct result of “Your” “Telecommunications Services” being subject to a “Telephone Hacking Event” arising from unauthorized calls or unauthorized use of “Your” bandwidth, but only if “You” first learn of the “Telephone Hacking Event” during the “Policy Period” and report the “Telephone Hacking Event” to “Us” as soon as practicable within the “Policy Period.”
7. “We” shall reimburse “Your Organization” for “Direct Financial Loss” as a direct result of “Funds Transfer Fraud” committed by a third party and first discovered by “You” and reported to “Us” during the “Policy Period”.
8. In consideration of the required additional premium for optional Cyber Deception coverage, “We” shall reimburse “Your Organization” per the terms and conditions of the Cyber Deception Endorsement attached to this policy.

#### **II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS**

- A. "We" shall have the right and duty to defend, subject to the "Policy Aggregate Limit" and applicable "Sublimits of Liability", exclusions and other terms and conditions of this Policy, any "Claim" against "You" seeking "Damages" which are potentially payable under the terms of this Policy, even if any of the allegations of the "Claim" are groundless, false, or fraudulent.

"You" and "We" shall mutually agree on counsel to defend "Claims". "You" shall not formally appoint defense counsel without "Our" consent, which shall not be unreasonably withheld. However, in the absence of such agreement, "Our" choice of counsel decision shall control. "We" agree that "You" may settle any "Claim" where the "Damages" and "Claims Expenses" do not exceed fifty percent (50%) of the applicable retention, provided that the entire "Claim" is resolved and "You" receive a full release from all claimants.

"We" shall have the right to make any investigation We" deem necessary, including without limitation, any investigation with respect to the "Application" and statements made in the "Application" and with respect to potential coverage.

The "Policy Aggregate Limit" and "Sublimits of Liability" available to pay "Damages", "Claims Expenses" and "Loss" shall be reduced and may be completely exhausted by payment of such. "Damages", "Claims Expenses" and "Loss" and shall be applied against the applicable retention "You" pay.

- B. If "You" refuse to consent to a settlement or compromise "We" recommend, which settlement or compromise is acceptable to the claimant, and "You" elect to contest the "Claim", then:
1. Subject to the applicable Limits of Liability, our liability for any "Damages" and "Claims Expenses" shall not exceed:
    - a. the amount for which the "Claim" could have been settled, plus the "Claims Expenses" incurred up to the date of such refusal; and
    - b. eighty percent (80%) of the "Damages" and "Claims Expenses" in excess of the amount in a. above incurred for such "Claim"; provided that "You" bear the remaining twenty percent (20%) of the "Damages" and "Claims Expenses" in excess of the amount in a. above as uninsured and at "Your" own risk; and
  2. "We" shall have the right to withdraw from the further defense of such "Claim" by tendering control of the defense to "You".

This clause shall not apply to any settlement where the total of the proposed settlement and incurred "Claims Expenses" do not exceed all applicable retentions.

- C. "We" shall not be obligated to pay any "Damages", "Claims Expenses" or "Loss" or to undertake or continue any defense of any "Claim", after the "Policy Aggregate Limit" or applicable "Sublimit(s) of Liability" have been exhausted by payment of "Damages", "Claims Expenses" and/or "Loss" or after deposit of the "Policy Aggregate Limit" or applicable "Sublimit(s) of Liability" in a court of competent jurisdiction, and that upon such payment or deposit, "We" shall have the right to withdraw from the further defense thereof by tendering control of said defense to "You".

### III. TERRITORY

This insurance applies to "Events" occurring, "Claims" made and "Wrongful Acts", acts, errors or omissions committed or alleged to have been committed anywhere in the world.

### IV. EXCLUSIONS

The coverage under this Policy shall not apply to any "Damages", Claims Expenses", "Loss" or other amounts, arising out of or resulting directly, from:

A. "Bodily Injury" or "Property Damage"; except:

1. with respect to a "Claim" under Coverages A. Privacy Liability and D. Security Liability only, this exclusion will not apply to any otherwise covered "Claim" for emotional distress mental injury, mental tension or mental anguish, pain and suffering, humiliation or shock; and
2. Except for a "Claim" described in Section IV.A.1., with respect to a "Claim" under Coverages A. Privacy Liability and D. Security Liability only, this exclusion will not apply to any otherwise covered claim for "Bodily Injury" or "Property Damage" but the most "We" will pay for such "Bodily Injury" or "Property Damage" is the sublimit of liability stated in ITEM 3.III.B. of the Declarations. Such sublimit is part of the Limit of Liability and not in addition.
3. This exclusion will also not apply to a "Systems Integrity Restoration Loss" covered under Coverages G.4.

B. "Your" employment practices or any alleged or actual discrimination against any person or entity on any basis, including without limitation, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, sex, sexual orientation, or pregnancy; provided, however, this exclusion shall not apply to any "Claim" alleging a "Privacy Wrongful Act" or "Security Wrongful Act" in connection with an "Employee's" or prospective employee's employment;

C. The failure, malfunction or inadequacy of any satellite; any electrical or mechanical failure and/or interruption, including but not limited to electrical disturbance, spike, brownout or blackout; or any outage to gas, water, telephone, cable, telecommunications or other infrastructure, unless such infrastructure is under "Your" operational control; provided, however this exclusion shall not apply to any "Privacy Wrongful Act" that is caused by such electrical or mechanical failure or that is caused by such failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the "Internet";

D. Fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event, however caused;

E. Breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise, provided, however, this exclusion shall not apply to:

1. any liability or obligation "You" would have in the absence of such contract or agreement;
2. any breach of "Your" privacy statement; or
3. any indemnity by "You" in a written contract or agreement with "Your" client regarding any "Privacy Wrongful Act" or "Security Wrongful Act" by "You" in failing to preserve the confidentiality or privacy of "Private Information";
4. any "Merchant Service" Agreement that "You" may enter into as part of "Your" business activities.

F. Any of the following:

1. Any presence of pollutants or contamination of any kind;
2. Any actual, alleged or threatened discharge, dispersal, release, or escape of pollutants or contamination of any kind;

3. Any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or in any way respond to or assess the effects of pollutants or contamination of any kind;
  4. Manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials, or products containing asbestos, asbestos fibers or dust;
  5. Ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
  6. Actual, potential or alleged presence of mold, mildew or fungi of any kind;
  7. The radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
  8. The existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment or that affects the value, marketability, condition or use of any property;
- G. Any of the following:
1. the purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or alleged or actual violation of any securities law, including but not limited to the provisions of the Securities Act of 1933 or the Securities Exchange Act of 1934, as amended, the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any federal, state, local or foreign laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law. However, this exclusion G.1. does not apply to any "Claim" alleging or arising out of a violation of Regulation S-P (17 C.F.R. §248) or any failure to disclose a "Security Breach" or violation of any "Privacy Regulation";
  2. alleged or actual violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder, or any federal, state, local or foreign law similar to the foregoing statute, whether such law is statutory, regulatory or common law, unless the "Claim" results from "Your" alleged introduction of malicious code that results in the theft, loss or unauthorized disclosure of the claimant's "Private Information";
  3. alleged or actual violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, as amended unless the "Claim" results from "Your" alleged introduction of malicious code that results in the theft, loss or unauthorized disclosure of the claimant's "Private Information"; or
  4. alleged or actual anti-trust violations, restraint of trade or unfair competition, including without limitation, violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, or any other federal, state, local, or foreign laws regulating the same or similar conduct; provided, however, this exclusion G.4 shall not apply to a "Claim" for a "Multimedia Wrongful Act" or a "Regulatory Claim";
- H. Any "Act Of Terrorism"; strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against

these actions; including all amounts, "Damages", "Claims Expenses" or "Loss" of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to the above; provided, however, if "We" allege that by reason of this exclusion any "Damages", "Claims Expenses" or "Loss" are not covered by this Policy, the burden of proving the contrary shall be upon "You". However, this exclusion does not apply to acts perpetrated electronically;

- I. Any of the following:
  1. any circumstance or "Event" occurring, or "Wrongful Act", act, error, or omission committed, prior to the inception date of this Policy or, if this is a renewal, prior to the first date of this type of insurance granted by "Us" or any other insurer, that a member of the "Control Group" knew, or could have reasonably foreseen that such circumstance, "Event", "Wrongful Act", act, error, or omission would be the basis of a "Claim" or lead to an "Event";
  2. any "Claim", "Event" or circumstance of which notice was provided to "Us" or another insurer prior to the "Policy Period" that was, could reasonably be expected to be, or lead to, the type of "Claim" or "Event" potentially covered by this Policy; or
  3. any circumstance occurring or "Event" commencing, or "Wrongful Act", act, error, or omission committed prior to the "Retroactive Date";
- J. Any criminal conduct, dishonest act, intentional violation of the law, unfair or deceptive business practice, fraudulent or malicious act, or error or omission committed by "You" with actual criminal, dishonest, fraudulent or malicious purpose or intent; provided, however, this exclusion shall not apply to:
  1. "Claims Expenses" incurred in defending any such "Claim" until there is a final adjudication, judgment, binding arbitration decision or conviction against "You" in such "Claim" or an admission by "You" establishing such conduct, or a plea of nolo contendere or no contest by "You" regarding such conduct, in which event "You" shall reimburse "Us" for all "Claims Expenses" that "We" have paid and "We" shall have no further liability for "Claims Expenses" from such "Claim"; and
  2. any of "You" who did not personally commit, personally participate in committing or personally acquiesce in such conduct, except that this exclusion shall apply with respect to "Your Organization" if an admission, final adjudication, or finding in a proceeding separate or collateral to the "Claim" establishes that a current member of the "Control Group" in fact engaged in such conduct;
- K. Any "Claim" made by or on behalf of:
  1. any person or entity within the definition of "You" against any other Insured person or entity within the definition of "You"; provided, however, this exclusion shall not apply to an otherwise potentially covered "Claim" under Coverage A made by a current or former "Employee" of "Your Organization"; or
  2. any entity which:
    - a. is operated, managed, or controlled by "You" or in which "You" have an ownership interest in excess of twenty five percent (25%) or in which "You" are an officer or director; or
    - b. operates, controls, or manages "Your Organization", or has an ownership interest of more than twenty five percent (25%) in "Your Organization";

L. "Your" activities as a trustee, partner, officer, director, or "Employee" of any employee trust, charitable organization, corporation, company or business other than "Your Organization";

M. Any alleged or actual:

1. infringement or violation of patent rights; or
2. misappropriation, theft, copying, display or publication of any trade secret;

Unless such event occurs as a result of a "Security Compromise".

N. Any trading losses or trading liabilities; the monetary value of any electronic fund transfers or transactions by or on behalf of "You" which is lost, diminished, or damaged during transfer from, into or between accounts; or the face value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount; provided, however, this exclusion will not apply to any "Breach Response Costs" incurred due to a "Security Breach".

O. Any actual or alleged violation of the Telephone Consumer Protection Act (the "TCPA"); however, this exclusion will not apply to a "Claim" against "You" for violation of the TCPA otherwise covered under Insuring Agreements A or B; however, the most "We" will pay for "Claims Expenses" or "Damages" under this exception to this exclusion is the sublimit of liability stated in ITEM 3.III.C. of the Declarations. Such sublimit is part of the Limit of Liability and not in addition.

With respect to Coverage G only, this Policy does not apply to any "Damages", "Claims Expenses", "Loss" or other amounts arising out of, or resulting, directly or indirectly from:

P. Any failure of:

1. telephone lines;
2. data transmission lines or wireless communications connection; or
3. other telecommunications equipment, facilities or electronic infrastructure, including equipment, facilities or infrastructure that supports the operation of computer networks, including the "Internet", which are used to transmit or receive voice or data communications and which are not under "Your" direct operational control or, if applicable, not under the direct operational control of "Your" "Service Provider";

Q. Any seizure, confiscation, nationalization, or destruction of, or damage to or loss of use of any "Digital Asset" or "Your" "Computer Systems" by order of any governmental authority;

R. Ordinary wear and tear or gradual deterioration of "Digital Assets" or "Computer Systems" on which "Digital Assets" are processed or stored, whether owned by "You" or others; or

S. The physical loss of, damage to or destruction of tangible property, including the loss of use thereof; however, "tangible property" does not include "Digital Assets", but does include all computer hardware unless otherwise covered as "Systems Integrity Restoration Loss".

**NOTE: Exclusions P through S apply to Coverage G only.**

## V. DEFINITIONS

“Acquiring Bank” means a bank or financial institution that accepts credit and/or debit payments (including credit cards, debit cards, stored value cards and pre-paid cards) for products or services on behalf of a merchant, including processing and crediting those payments to a merchant.

“Act Of Terrorism” means:

1. any act certified an “Act Of Terrorism” pursuant to the federal Terrorism Risk Insurance Act of 2002 or otherwise declared an “Act Of Terrorism” by any government;
2. any act committed by any person or group of persons designated by any government as a terrorist or terrorist group or any act committed by any person or group of persons acting on behalf of or in connection with any organization designated by any government as a terrorist organization; or
3. the use of force or violence and/or the threat thereof by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological, or similar purposes, including the intention to influence any government and/or put the public, or any section of the public, in fear.

“Application” means all applications, including any attachments thereto, and all other information and materials submitted by “You” or on “Your” behalf to “Us” in connection with the underwriting of this Policy.

“Bodily Injury” means injury to the body, sickness, or disease sustained by any person, and where resulting from such injuries, mental anguish, mental injury, shock, humiliation, emotional distress, loss of consortium, or death.

“Breach Response Costs” means the following fees, costs, charges or expenses, if reasonable and necessary, that our “Breach Response Team” incurs in responding to a “Security Breach” or a “Cyber-Extortion Threat”, or the following costs described in subparagraphs 1 through 9 and incurred by a non-panel vendor with “Our” prior written agreement because of a “Security Breach” experienced by “You”, so long as such costs are incurred during the period of twelve (12) months after “You” first learn of such “Security Breach”:

1. forensic professional fees and expenses to determine the cause and extent of such “Security Breach” and terminate the “Security Breach”;
2. “Breach Response Counsel” fees and expenses to: determine whether “You” or a third party are obligated under applicable “Privacy Regulations” to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such “Security Breach”; effect compliance with any applicable “Privacy Regulations”; draft the text of privacy notifications to individuals affected or reasonably believed to be affected by such “Security Breach”; notify law enforcement; and, coordinate the investigation of such “Security Breach”;
3. costs to notify individuals affected or reasonably believed to be affected by such “Security Breach”, including printing costs, publishing costs, postage expenses, call center costs or costs of notification via phone or e-mail, including “voluntary notification” where “You” or a third party have no legal obligation to provide notification, but wish to do so to protect “Your” or a third party’s brand and reputation, and the costs to notify regulators if required to do so;
4. “Credit Monitoring Expenses”;

5. identity theft restoration costs;
6. public relations expenses;
7. the cost of a PCI Forensic Investigator (PFI) fees/expenses and a second forensic investigator to shadow the PFI following a "Security Breach"; and
8. reasonable and necessary fees for a mandatory audit by a Qualified Security Assessor (QSA) to show "You" are PCI Data Security Standards compliant following a "Security Breach".
9. the reasonable and necessary costs, not to exceed the sublimit of liability stated in ITEM 3.III.E. of the Declarations and implemented by the members of the "Breach Response Team" identified as Post Breach Response service providers, of the following: (1) the revision of an incident response plan; (2) the completion of a network security audit; (3) an information security risk assessment; or (4) the implementation of a security awareness training program;

"Breach Response Costs" do not include "Your" overhead expenses or any salaries, wages, fees, or benefits of "Your" "Employees".

"Breach Response Counsel" means counsel approved in the Breach Response Team Endorsement and counsel as appointed by "Us".

"Breach Response Team" means the vendors approved in the Breach Response Team Endorsement and vendors approved by "Us".

"Business Income Loss" means:

1. "Earnings Loss";
2. "Expenses Loss"; and/or
3. The reasonable and necessary costs "You" incur to retain an Independent Consultant to determine the amount of "Your" "Business Income Loss", not to exceed the sublimit stated in ITEM 3.III.F. of the Declarations. This sublimit of liability is part of, and not in addition to, the sublimit of liability stated in ITEM 3.II.G.1. of the Declarations.

The most "We" will pay for "Business Income Loss" that "You" sustain resulting directly from a "Network Disruption" involving an "Outsourced Provider" "Computer System" (as defined in part 2. of the Definition of "Network Disruption") is the sublimit stated in ITEM 3.III.G. of the Declarations. This sublimit of liability is part of, and not in addition to, the sublimit of liability stated in ITEM 3.II.G.1. of the Declarations.

"Business Income Loss" does not include:

- 1) any contractual penalties;
- 2) any costs or expenses incurred to update, upgrade, replace, restore or otherwise improve any "Computer System" to a level beyond that which existed prior to a "Network Disruption";
- 3.) any costs or expenses incurred to identify, remove or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain or otherwise improve any "Computer System";
- 4) any legal costs or expenses or other amounts arising out of liability to any third (3rd) party;

- 5) any amounts incurred as a result of unfavorable business conditions; or
- 6) any other consequential amounts, loss or damage.

“Claim” means:

1. A written demand received by “You” for money or services, including the service of a civil suit or institution of arbitration proceedings;
2. Initiation of a civil suit against “You” seeking injunctive relief;
3. A written notice of an alleged "Privacy Wrongful Act" or "Security Wrongful Act" from a third party.
4. Solely with respect to Coverage B., a “Regulatory Claim” made against “You”; or
5. Solely with respect to Coverage H., written notice to "You" of a “PCI DSS Assessment”.

Multiple “Claims” arising from the same or a series of related or repeated “Wrongful Acts”, acts, errors, or omissions or from any continuing “Wrongful Acts”, acts, errors or omissions shall be considered a single “Claim” for the purposes of this Policy, irrespective of the number of claimants or “You” involved therein. All such related “Claims” shall be deemed to have been first made at the time the earliest such “Claim” was made or deemed made under Section IX.A.

“Claims Expenses” means:

1. reasonable and necessary fees charged in the defense or settlement of a “Claim” by an attorney whom “We” designate or whom “You” designate with “Our” prior written consent, such consent not to be unreasonably withheld; and
2. all other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a “Claim”, if incurred by “Us” or by “You” with “Our” prior written consent; however, “Claims Expenses” do not include “Your” overhead expenses or any salaries, wages, fees, or benefits of “Your” “Employees” for any time spent in cooperating in the defense or investigation of any “Claim” or circumstance that might lead to a “Claim”.
3. Notwithstanding the foregoing, "Claims Expenses" includes Court Attendance Costs, defined as reasonable sums necessarily incurred by "You" with "Our" prior written agreement, not to exceed the sublimit of liability stated in ITEM 3.III.A. of the Declarations, to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any "Claim" for which "You" are entitled to a defense under this Policy.

“Computer System” means electronic, wireless, web or similar systems (including all hardware and software) used to process data or information in an analog, digital, electronic or wireless format, including computer programs, electronic data, operating systems, and components thereof, including but not limited to laptops, personal digital assistants, cellular phones, media storage and peripheral devices, including the internet of things (IoT) devices, media libraries, associated input and output devices, networking identity equipment, and electronic backup equipment. With respect to Coverage G only, “Computer System” means a “Computer System” over which “You” have direct operational control or that is under the direct operational control of a “Service Provider” used to process, maintain or store “Your” “Digital Assets”.

“Consumer Redress Funds” means any sums of money “You” are legally required to deposit in a fund for the payment of consumers due to a settlement of, or an adverse judgment in, a “Regulatory Claim”.

“Control Group” means the board members, executive officers, Chief Technology Officer, Chief Information Officer, Risk Manager and General Counsel or their functional equivalents of “Your Organization”. This does not include any administrative staff who work in the offices of these named positions.

“Corporate Identity Theft Loss” means monetary or other financial asset loss as a result of the fraudulent use of “Your” electronic identity, including the establishment of credit in “Your” name, the electronic signing of any contract, or the creation of any website designed to impersonate “You”. The most “We” will pay for any “Corporate Identity Theft Loss” is the sublimit of liability stated in ITEM 3.II.1.5. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

“Credit Monitoring Expenses” means the reasonable and necessary expense of providing free credit report services, identity theft protection services, credit monitoring services, credit freezes, healthcare fraud monitoring services, fraud alerts or call center services for customers, third parties and employees affected or reasonably believed to be affected by a “Security Breach”. However, “We” shall not be obligated to pay for more than twelve (12) months from the date of enrollment in such services, unless there is a statute, rule, regulation, court ruling or requirement by a regulator requiring otherwise, or in the opinion of “Breach Response Counsel”, offering more than twelve (12) months will justifiably reduce “Your” potential liability, “Damages” or “Loss”.

“Cyber-Extortion Expenses” means the reasonable and necessary expenses “You” incur with “Our” approval in evaluating and responding to a “Cyber-Extortion Threat”. However, “Cyber-Extortion Expenses” do not include “Your” overhead expenses or any salaries, wages, fees, or benefits of “Your” “Employees”.

“Cyber-Extortion Payment” means any sum paid to or at the direction of any third (3rd) party, including sums paid via bitcoin or other crypto currencies, that “You” reasonably believe to be responsible for a “Cyber-Extortion Threat”; provided that:

1. “You” obtain “Our” written consent prior to making such “Cyber-Extortion Payment”;
2. “You” make such “Cyber-Extortion Payment” to terminate the “Cyber-Extortion Threat”; and
3. the “Cyber-Extortion Payment” does not exceed the amounts “We” reasonably believe would have been incurred had such “Cyber-Extortion Payment” not been made.

“Cyber-Extortion Threat” means a credible threat or connected series of threats made, or actions taken, by someone other than a member of the “Control Group”:

1. to introduce “Malicious Code” into “Your” “Computer System”;
2. to interrupt “Your” “Computer System” or interrupt access to “Your” “Computer System”, such as through a “Denial of Service Attack”;
3. to corrupt, damage or destroy “Your” “Computer System”; or
4. to disseminate, divulge, or improperly utilize any “Private Information” on “Your” “Computer Systems” taken as a result of a “Network Disruption”.

“Damages” means:

1. Solely with respect to Coverages A, D, or E, a monetary judgment, award or settlement, including:

- a. Pre-judgment interest;
  - b. Post-judgment interest that accrues after entry of the judgment or award and before “We” have paid, offered to pay or deposited in court that part of the judgment or award within the applicable Limits of Liability;
  - c. subject to this Policy’s terms, conditions, and exclusions, punitive or exemplary “Damages” (where insurable by the applicable law that most favors coverage for such “Damages”);
  - d. liquidated damages, contractual service credits or contractual penalties but not exceeding those “You” would have been liable for in the absence of such contract;
2. Solely with respect to Coverage B, “Regulatory Fines” and “Consumer Redress Funds”; and
  3. Solely with respect to Coverage H, a "PCI DSS Assessment" or a settlement of a "PCI DSS Assessment".

“Damages” shall not include or mean:

- 1) “Your” future profits, restitution, or disgorgement of profits; or “Your” cost to comply with any order granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;
- 2) “Your” return or offset of fees, charges, royalties, or commissions for goods or services already provided or contracted to be provided;
- 3) fines or penalties of any nature, except those that are part of “Regulatory Fines” and “Consumer Redress Funds” as identified above, or sought in a “PCI DSS Assessment”;
- 4) any amount “You” are not financially or legally obligated to pay;
- 5) any donations or contributions to any charitable organization;
- 6) charge backs, interchange fees, discount fees or prospective services fees sought, awarded or agreed to as part of a settlement in a “PCI DSS Assessment”; or
- 7) matters that may be deemed uninsurable under law. “We” shall apply the most favorable state law to “You” in determining insurability.

“Denial of Service Attack” means unauthorized attacks or deliberate overloading of bandwidth connections and/or web servers by means of the sending of substantial quantities of repeat or irrelevant communication or data with the intent of blocking access to “Your” “Computer System” through the “Internet” by third (3rd) parties.

“Digital Assets” means any electronic data, including personally identifiable, non-public information, or computer software over which “You” have direct control or for which such control has been contractually assigned by “Your Organization” to a “Service Provider”. “Digital Assets” do not include computer hardware of any kind.

"Direct Financial Loss" means "Your" monetary or other financial asset loss as a result of a "Funds Transfer Fraud" under Coverage I. The most "We" will pay for any "Direct Financial Loss" arising from

a "Funds Transfer Fraud" is the sublimit of liability stated in ITEM 3.II.1.7. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

"Earnings Loss" means the difference between the revenue that "Your Organization" would have earned, based on reasonable projections and the variable costs that would have been incurred, but which "Your Organization" would have saved as a result of not earning that revenue.

"Employee" means any individual in "Your Organization's" service, including any part-time, seasonal, and temporary employee, who is compensated by salary, wages, fees or commissions, or unpaid intern or volunteer over whom "You" have the right to direct and control, but excluding any partner or director of "Your Organization".

"Event" means a:

1. "Security Breach";
2. "Cyber-Extortion Threat";
3. "Security Compromise";
4. "Network Disruption";
5. "Phishing Event";
6. "Services Fraud Event";
7. "Telephone Hacking Event"; or
8. "Funds Transfer Fraud".

Multiple "Events" arising from the same or a series of related or repeated "Events", acts, errors, or omissions, or from any continuing "Events", acts, errors, or omissions shall be considered a single "Event" for the purposes of this Policy. All such related "Events" shall be deemed to have first occurred at the time the earliest such "Event" first occurred or commenced.

"Expenses Loss" means the additional expenses "Your Organization" incurred to minimize the suspension of business and to continue operations that are over and above the expenses that "Your Organization" reasonably and necessarily would have incurred to conduct "Your" business had no "Network Disruption" occurred. These additional expenses do not include any "Restoration Costs" or any actual, reasonable and necessary expenses "You" incur in response to a "Network Disruption" in order to prevent, minimize or mitigate any further damage to "Your" "Digital Assets", or preserve critical evidence of any wrongdoing.

"Extended Reporting Period" means the period of time after the end of the "Policy Period" for reporting "Claims" as provided in Section VIII. of this Policy.

"Funds Transfer Fraud" means any of the following acts, carried out by means other than through the intentional misleading of a person by means of a dishonest misrepresentation of a material fact contained or conveyed within an electronic or telephonic communication(s) and relied upon by a person believing it to be genuine:

1. any unauthorized electronic funds transfer;
2. theft of "Your" money or other financial assets from "Your" bank by electronic means;

3. theft of money or other financial assets from "Your" corporate credit cards by electronic means; or
4. any fraudulent manipulation of electronic documentation while stored on "Your" "Computer System".

"HIPAA Corrective Action Plan Costs" means reasonable and necessary costs "You" incur with "Our" prior written approval, not to exceed the sublimit of liability stated in ITEM 3.III.D. of the Declarations, to meet any of the requirements specified within a HIPAA corrective action plan as the direct result of a "Regulatory Claim" otherwise covered by this "Policy".

"Intranet" means a private computer network inside a company or organization that uses the same kinds of software found on the "Internet", but only for internal use.

"Internet" means the worldwide public network of computer networks which enables the transmission of electronic data between different users, commonly referred to as the "Internet", including a private communications network existing within a shared or public network platform.

"Loss" means a:

1. "Business Income Loss";
2. "Breach Response Costs";
3. "Reputation Business Income Loss";
4. "Restoration Costs";
5. "System Integrity Restoration Loss";
6. "Cyber-Extortion Payments" and "Cyber-Extortion Expenses";
7. "Phishing Loss";
8. "Services Fraud Loss";
9. "Reward Fund Loss";
10. "Personal Financial Loss";
11. "Corporate Identity Theft Loss";
12. "Telephone Hacking Loss"; or
13. "Direct Financial Loss".

"Malicious Code" means any unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of the proceeding.

"Media Content" means data, digital code, images, graphics, sounds, text or any other similar material regardless of the method or medium of communication of such content or the purpose of the communication.

"Merchant Services Agreement" means any written agreement between "You" and a card association (including MasterCard, VISA, Discover, American Express or JCB), which allows "You" to accept payment by credit, debit or prepaid card.

"Multimedia Wrongful Act" means any of the following acts committed in the ordinary course of "Your Organization's" business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting or disclosing "Media Content" via any "Computer System" that "You" own or operate or is operated on "Your" behalf by a third (3rd) party, including any web-based social media authorized or operated by "Your Organization" or any "Internet" or "Intranet" website, or via any non-electronic media:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. invasion of or interference with the right to privacy or publicity;
3. false arrest, detention or imprisonment or malicious prosecution;
4. infringement of any right to private occupancy, including trespass, trespass as a result of cookie use, wrongful entry, eviction or eavesdropping;
5. infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name;
6. plagiarism, piracy or misappropriation of ideas;
7. improper deep linking; or
8. other conduct causing liability regarding any "Media Content" for which "You" are responsible;

provided always that any "Multimedia Wrongful Act" was committed or alleged to have been committed by "You", or any person for whom or entity for which "You" are legally responsible, including an independent contractor or outsourcing organization.

"Network Disruption" means any of the following incidents:

1. an unplanned failure, interruption or degradation of the operation of "Your" "Computer System" or the denial, restriction or hindrance of access to or use of "Your" "Computer System" or "Your" "Digital Assets" by any party who is otherwise authorized to have access; and
2. with respect to Coverage G.1 only, "Network Disruption" also means an unplanned failure, interruption or degradation of the operation of an "Outsourced Provider" "Computer System"; or the denial, restriction or hindrance of access to or use of an "Outsourced Provider" "Computer System" by any party who is otherwise authorized to have access.

Solely with respect to Coverage G.1.:

3. the voluntary and intentional shutdown of "Computer Systems" by "You" but only to the extent necessary to mitigate the "Loss" resulting from a situation described in Section V. Definitions, "Security Compromise" 1. or 2.; or
4. the intentional shutdown of "Computer Systems" by "You" as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official

capacity resulting from a situation described in Section V. Definitions, "Security Compromise"  
1. or 2.

More than one such incident that results from the same or related underlying facts, circumstances, situations, transactions or "Security Compromises" shall be considered a single "Network Disruption" which first occurs on the date of the earliest of such events.

"Outsourced Provider" means any provider, other than a "Service Provider", that "You" do not own, operate, or control, that performs services, other than IT services, for "You" pursuant to a written contract. An "Outsourced Provider" does not include any provider of "Telecommunications Services" including "Internet" access to "You".

"PCI DSS Assessment(s)" means amounts legally owed by "You" to "Your" acquiring bank or a card association (MasterCard, VISA, Discover, American Express or JCB) for monetary fines, penalties, reimbursements, fraud recoveries or assessments, due to "Your" actual or alleged non-compliance with PCI Data Security Standards further to the terms of a "Merchant Services Agreement".

"PCI Data Security Standards" (known as PCI DSS) means the published data security standard in effect now or as hereafter amended that all merchants and processors must follow when storing, processing and transmitting cardholder data.

"PCI DSS Wrongful Act" means "Your" actual or alleged non-compliance with "PCI Data Security Standards".

"Period of Restoration" means the time period from the commencement of a "Network Disruption" to the earlier of the following dates:

1. the date "Your" "Computer System", "Outsourced Provider" "Computer System" or "Your" "Digital Assets" are restored to the condition and functionality that existed immediately prior to the "Network Disruption;" or
2. the date "Your" "Computer System", "Outsourced Provider" "Computer System" or "Your" "Digital Assets" with reasonable diligence, could have been restored to the condition and functionality that existed immediately prior to the "Network Disruption."

"Personal Financial Loss" means monetary or other financial asset loss as a result of:

1. theft of money or other financial assets from a personal bank account of the senior executive officer; or
2. identity theft of the senior executive officer.

The most "We" will pay for any "Personal Financial Loss" is the sublimit of liability stated in ITEM 3.II.1.4. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

"Phishing Event" means the impersonation of "You" by a third party via email or other electronic communications.

"Phishing Loss" means an unpaid account receivable held by "You", or an inability to collect funds owed to "You" by a third party, caused by a "Phishing Event". The most "We" will pay for any "Phishing Loss" is the sublimit of liability stated in ITEM 3.II.1.1. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

“Policy Period” means the period of time beginning on the date stated in ITEM 2 of the Declarations and ending on the earlier of the expiration date stated in ITEM 2 of the Declarations or the effective date of the cancellation of the Policy. If “You” become an insured under the Policy, the “Policy Period” begins on the date “You” become an insured.

“Privacy Breach” means a common law breach of confidence, infringement, or violation of any rights to privacy, including but not limited to breach of “Your” privacy statement, breach of a person’s right of publicity, wrongful collection, false light, intrusion upon a person’s seclusion, public disclosure of “Private Information”, or misappropriation of a person’s picture or name for commercial gain.

“Privacy Regulations” means any federal, state, local or foreign statute or regulation requiring “You” to limit or control the collection, use of, or access to, “Private Information” in “Your” possession or under “Your” control, or obligating “You” to inform customers of the “Unauthorized Access” or disclosure of such personally identifiable, non-public information, including but not limited to the following statutes and regulations:

1. the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), including Title II requiring protection of confidentiality and security of electronic protected health information, and as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), any rules and regulations promulgated thereunder as they currently exist and as amended, and any related state medical privacy laws as they currently exist and as amended;
2. the Gramm-Leach-Bliley Act of 1999, also known as the Financial Services Modernization Act of 1999, including sections concerning security protection and standards for customer records maintained by financial services companies, and the rules and regulations promulgated thereunder as they currently exist and as amended;
3. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. 45(a), but solely with respect to alleged unfair or deceptive acts or practices in or affecting commerce;
4. federal, state or local privacy protection regulations or laws, such as the California Database Protection Act of 2003 (previously called SB 1386), as they currently exist now or may be amended, associated with the control and use of, or limiting “Unauthorized Access” to, personal information, including but not limited to requirements to post privacy policies, adopt specific privacy controls, or inform customers of breaches of security that has or may impact their personal information;
5. federal, state or local data breach regulations or laws, as they currently exist now or in the future, imposing liability for failure to take reasonable care to guard against “Unauthorized Access” to credit or debit account information that is in “Your” possession or under “Your” control;
6. identity theft red flags under the Fair and Accurate Credit Transactions Act of 2003;
7. federal and state consumer credit reporting laws, such as the Federal Fair Credit Reporting Act (FCRA) and the California Consumer Credit Reporting Agencies Act (CCCRAA);
8. the Children’s Online Privacy Protection Act of 1998; and
9. privacy protection regulations or laws adopted by countries outside of the United States, such as the General Data Protection Regulation (Regulation (EU) 2016/679 (GDPR) and the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA), as they currently exist now or may be amended, associated with the collection, control and use of, or limiting “Unauthorized Access” to, personal information.

“Privacy Wrongful Act” means any “Privacy Breach” or breach of “Privacy Regulations” actually or allegedly committed by “You” or by any person or entity for which “You” are legally responsible, including an independent contractor or outsourcing organization.

“Private Information” means any:

1. proprietary or confidential information owned by a third party or “You”;
2. information that can be used to determine, distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual;
3. information concerning an individual that would be considered personal data or sensitive personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679 (GDPR) and any amendments thereto; or
4. “Your” corporate confidential information that relates to “Your” organization’s business operations, activities and procedures.

“Property Damage” means physical injury to or destruction of any tangible property, including the loss of use thereof. Electronic data is not considered tangible property.

“QSA Audit” is an audit required by PCI Security Standards Council and conducted by a Qualified Security Assessor employed by a qualified QSA auditor.

“Regulatory Claim” means:

1. any request for information, civil investigative demand or formal investigation of “You” by an administrative or regulatory agency or similar governmental body concerning a “Privacy Breach” or possible breach of “Privacy Regulations”; or
2. any administrative or civil proceeding against “You” by an administrative or regulatory agency, supervisory authority, authorized data protection authority or similar governmental body for a breach of “Privacy Regulations”.

“Regulatory Fines” means fines, penalties, or sanctions awarded for a violation of any “Privacy Regulation”.

“Reputation Business Income Loss” means:

1. “Earnings Loss” and/or
2. “Expenses Loss”;

solely due to the loss of current or future customers during a 12 month period following a notification to “Us” in accordance with Section IX.A of a “Security Breach” or “Network Disruption” and where such customer loss arises directly from a “Security Breach” or “Network Disruption”.

“Reputation Business Income Loss” does not include or mean:

1. any contractual penalties;
2. any costs or expenses incurred to update, upgrade, replace, restore or otherwise improve any “Computer System” to a level beyond that which existed prior to a “Network Disruption”;

3. any costs or expenses incurred to identify, remove or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain or otherwise improve any "Computer System";
4. any legal costs, expenses or other amounts arising out of liability to any third party;
5. any amounts incurred as a result of unfavorable business conditions; or
6. any other consequential amounts, loss or damage.

"Restoration Costs" means the actual, reasonable and necessary costs, including the additional cost of employing temporary staff or paying overtime costs to employees, that "You" incur to replace, restore, or re-create "Your" "Digital Assets" to the level or condition at which they existed immediately prior to sustaining any alteration, destruction, damage or loss thereof, resulting from a "Security Compromise". If such "Digital Assets" cannot be replaced, restored or re-created, then "Restoration Costs" will be limited to the actual, reasonable and necessary costs "You" incur to reach this determination.

"Restoration Costs" also means the actual, reasonable and necessary costs to install a more secure and efficient version of "Your" affected "Computer System", provided that the maximum amount "We" will pay is twenty-five percent (25%) more than the cost that would have been incurred to replace the original model(s) or license(s) that existed prior to the "Security Compromise" (and subject to the maximum sublimit as stated in ITEM 3.III.H. of the Declarations). Under no circumstances will "We" pay the cost of acquiring or installing "Computer Systems" which did not form a part of "Your" "Computer Systems" immediately prior to the incident which gave rise to the "Loss".

"Restoration Costs" do not include:

1. "Systems Integrity Restoration Loss";
2. the economic or market value of any "Digital Assets", including trade secrets.

"Retroactive Date" means the date specified in ITEM 7. of the Declarations.

"Reward Fund Loss" any amount offered and paid by "You" for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act associated with an "Event". The most "We" will pay for any "Reward Fund Loss" is the sublimit of liability stated in ITEM 3.II.1.3. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

"Security Breach" means the actual or reasonably suspected:

1. loss or disclosure of "Private Information" in "Your" care, custody or control, including such information stored on paper or on a "Computer System" operated by "You" or on "Your" behalf; or
2. "Theft of Data", "Unauthorized Access" to or "Unauthorized Use" of "Private Information" in "Your" care, custody or control, including such information stored on paper or on a "Computer System" operated by "You" or on "Your" behalf;

that results in or may result in the compromise of the privacy or confidentiality of "Private Information".

More than one "Security Breach" arising from the same or a series of continuous, repeated or related acts, errors, or omissions shall be considered a single "Security Breach", which shall be deemed to have first occurred at the time of the first such "Security Breach".

"Security Compromise" means the actual or reasonably suspected:

1. "Unauthorized Access" or "Unauthorized Use" of "Your" "Computer System" or "Your" "Digital Assets";
2. unauthorized transmission of computer code into "Your" "Computer System" that causes loss or damage to "Your" "Digital Assets"; or
3. "Denial of Service Attack" on "Your" "Computer System" that causes loss or damage to "Your" "Digital Assets".

"Security Wrongful Act" means any act, error, or omission committed by "You" or a person or entity for which "You" are legally responsible, including an independent contractor or outsourcing organization, in the conduct of "Computer Systems" security and the protection of the security and confidentiality of "Private Information", that results in:

1. the inability of a third (3rd) party, who is authorized to do so, to gain access to "Your" "Computer Systems";
2. the failure to prevent or hinder "Unauthorized Access" to or "Unauthorized Use" of a "Computer System" operated by "You" or on "Your" behalf, the failure to prevent physical theft of hardware or firmware "You" control, the failure to prevent people or processes security failures, or the failure to prevent false communications designed to trick the user into surrendering "Private Information" (such as phishing, pharming or vishing), any of which results in:
  - a. The alteration, copying, corruption, destruction or deletion of, or damage to, electronic data on a "Computer System" operated by "You" or on "Your" behalf;
  - b. Unauthorized disclosure of "Private Information";
  - c. "Theft of Data" (including identity theft); or
  - d. Denial of service attacks against "Internet" sites or "Computer Systems" of a third (3rd) party; or
3. the failure to prevent transmission of "Malicious Code" from a "Computer System" operated by "You" or on "Your" behalf to a third (3rd) party's "Computer System".

"Services Fraud Event" means the unauthorized use of or access to "Your" "Computer System" by a third party which results in increased service charges to "You", including: the unauthorized use of "Your" "Computer System" by a third party to mine cryptocurrency or any other digital or electronic currency; the fraudulent or unauthorized use of Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), Network-as-a-Service (NaaS), or IP Telephony.

"Services Fraud Loss" means monetary or other financial asset loss as a result of a "Services Fraud Event", provided: (1) the service provider charges "You" via a periodic billing statement pursuant to a written contract that was executed before the "Services Fraud Event" occurred; (2) the service provider charges "You" a fee that scales with the rate of use of such services; and (3) the "Services Fraud Event" began on or after the "Retroactive Date". The most "We" will pay for any "Services

Fraud Loss” is the sublimit of liability stated in ITEM 3.II.I.2. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

“Service Provider” means any third (3rd) party that is responsible for the processing, maintenance, protection or storage of “Digital Assets” pursuant to a written contract directly with “Your Organization”. A “Service Provider” does not include any provider of telecommunications services, including “Internet” access, to “You”.

“Subsidiary” means any corporation of which more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such corporation’s directors are owned by the “Named Insured” directly or indirectly, if such corporation was so owned on the inception date of this Policy; or

1. becomes so owned after the inception date of this Policy, provided the revenues of the newly acquired corporation do not exceed twenty-five percent (25%) of “Your Organization’s” annual revenues as set forth in its most recent audited financial statement; or
2. becomes so owned after the inception date of this Policy, provided that if the revenues of the newly acquired corporation exceed twenty-five percent (25%) of “Your Organization’s” annual revenues as set forth in its most recent audited financial statement, the provisions of Section IX. I. must be fulfilled.

"Systems Integrity Restoration Loss" means the reasonable and necessary costs "You" incur, with our prior written consent, to restore or replace that part of "Your" "Computer System" directly impacted by a "Security Compromise". "System Integrity Restoration Loss" does not include "Restoration Costs". The most “We” will pay for any “Systems Integrity Restoration Loss” is the sublimit of liability stated in ITEM 3.II.G.4. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage G and not in addition.

“Telecommunications Services” means telephone, fax, broadband, or other data transmission services that “Your Organization” purchases from third parties.

“Telephone Hacking Event” means a third party’s intentional, unauthorized and fraudulent use of “Your” “Telecommunications Services” that results in unauthorized calls or unauthorized use of “Your” bandwidth.

“Telephone Hacking Loss” means “Your” monetary or other financial asset loss as a result of a “Telephone Hacking Event”. The most “We” will pay for any “Telephone Hacking Loss” is the sublimit of liability stated in ITEM 3.II.I.6. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

“Theft Of Data” means the unauthorized taking, misuse or disclosure of information on including but not limited to charge, debit, or credit information, banking, financial and investment services account information, proprietary information, and “Private Information”.

“Unauthorized Access” means the gaining of access to a “Computer System” by an unauthorized person or an authorized person in an unauthorized manner.

“Unauthorized Use” means the use of a “Computer System” by an unauthorized person or an authorized person in an unauthorized manner.

“Waiting Period” means the time period specified in ITEM 11. of the Declarations.

“We”, “Us” or “Our” means the underwriters providing this insurance.

“Wrongful Act” means a “Privacy Wrongful Act”, “Security Wrongful Act”, “Multimedia Wrongful Act”, or “PCI DSS Wrongful Act”.

“You” or “Your” or “Yours” means:

1. the entity named in ITEM 1. of the Declarations (“Named Insured”) and its “Subsidiaries” (together “Your Organization”);
2. any present or future director, officer, or trustee of “Your Organization”, but only with respect to the performance of his or her duties as such on behalf of “Your Organization”;
3. any present or future “Employee” of “Your Organization” but only with respect to work done while acting within the scope of his or her employment and related to the conduct of “Your Organization’s” business;
4. in the event that the “Named Insured” is a partnership, limited liability partnership, or limited liability company, then any general or managing partner, principal, or owner thereof, but only while acting within the scope of his or her duties as such;
5. any person who previously qualified as “You” under 2, 3, or 4 above prior to the termination of the required relationship with “Your Organization”, but only with respect to the performance of his or her duties as such on behalf of “Your Organization”;
6. the estate, heirs, executors, administrators, assigns and legal representatives of any of “You” in the event of “Your” death, incapacity, insolvency or bankruptcy, but only to the extent that “You” would otherwise be provided coverage under this insurance;
7. any agent or independent contractor, including any distributor, licensee or sub-licensee, but only while acting on “Your” behalf, at “Your” direction, and under “Your” control; and
8. any third (3rd) party entity (including a HIPAA Covered Entity) required by contract to be named as an insured under this Policy, but only in respect of sums which they become legally obligated to pay (including liability for claimants’ costs and expenses) as a result of a “Claim” arising solely out of an act, error or omission committed by “You”, provided that:
  - a) “You” contracted in writing to indemnify the third (3rd) party for such a “Claim” prior to it first being made against them; and
  - b) had the “Claim” been made against “You”, then “You” would be entitled to indemnity under this Policy.

As a condition to “Our” indemnification of any third (3rd) party they shall prove to “Our” satisfaction that the “Claim” arose solely out of a “Wrongful Act”, act, error or omission committed by “You”; and where a third (3rd) party is indemnified as an additional insured as a result, it is understood and agreed that any “Claim” made by that third (3rd) party against “You” shall be treated by “Us” as if they were a third (3rd) party, not an additional insured.

## VI. LIMITS OF LIABILITY

### Limits of Liability for Damages and Claims Expenses

- A. The amount stated in the Policy as stated in ITEM 3.1 of the Declarations (herein the “Policy Aggregate Limit”) is the most “We” will pay in the aggregate under this Policy, under all Coverages combined, for:

1. all "Damages"; and
2. all "Claims Expenses".

regardless of the number of "Claims", "Events", "Wrongful Acts", acts, errors, or omissions, insured persons, insured entities or claimants involved, or Coverages triggered.

- B. For any Coverage purchased as indicated in ITEM 3.II of the Declarations, any Per Single "Claim", Per Single "Event" or Aggregate Per Coverage "Sublimit(s) of Liability" shall be part of, and not in addition to, the "Policy Aggregate Limit", unless otherwise specified.
- C. If any single "Claim", single "Event", or single "Event" combined with a single "Claim" directly arising therefrom ("Combined Matter") is covered under more than one Coverage, the highest applicable Per Single "Claim" or Per Single "Event" "Sublimit of Liability" shall be the most "We" shall pay as to such single "Claim", single "Event" or "Combined Matter", and such single "Claim", single "Event" or "Combined Matter" shall be subject to the highest applicable retention, unless otherwise specified.
- D. Any Aggregate Per Coverage "Sublimit of Liability" as stated in ITEM 3.II of the Declarations shall be the most "We" will pay in the aggregate for any given Coverage, for:
  1. all "Damages"; and
  2. all "Claims Expenses".

regardless of the number of "Claims", "Events", "Wrongful Acts", acts, errors, or omissions, insured persons, insured entities or claimants to which such given Coverage applies.

#### Limits of Liability for Loss(es)

- E. The amount stated in the Policy as stated in ITEM 3.I of the Declarations (herein the "Each Event Aggregate Limit") is the most "We" will pay in the aggregate under this Policy for all "Loss" arising out of a single "Event".
- F. Any Aggregate Per Coverage "Sublimit of Liability" as stated in ITEM 3.II of the Declarations shall be the most "We" will pay in the aggregate for any given Coverage under this Policy for all "Loss" arising out of a single "Event".

## **VII. RETENTIONS**

The retention for each Coverage is stated in ITEM 4 of the Declarations. The applicable retention shall be first applied to "Damages", "Claims Expenses" and "Loss" covered by this Policy and "You" shall make direct payments within the retention to appropriate other parties designated by "Us". "We" shall be liable only for the amounts in excess of the retention, not to exceed the applicable "Sublimit(s) of Liability" or "Policy Aggregate Limit". Each single "Claim", single "Event" or "Combined Matter" shall be deemed to be one single potentially covered matter, and only one retention shall apply thereto. Where multiple Coverages potentially apply to a single "Claim", single "Event" or "Combined Matter"; only one retention shall apply and this shall be the highest retention applicable to such Coverages.

Except as otherwise provided, the amount set forth in ITEM 4 of the Declarations (the "Aggregate Retention Amount") is the most "You" will pay for all retentions combined under this Policy regardless of the number of "Claims", "Events", or "Wrongful Acts". Upon payment of the "Aggregate Retention Amount" by "You" the applicable retentions shall be waived.

No retention is applicable to "Breach Response Counsel" fees and expenses.

With respect to Coverage G. 1, once the "Period of Restoration" has exceeded the "Waiting Period", the retention stated in ITEM 4 of the Declarations shall be applied against the "Business Income Loss" computed from the commencement of the "Network Disruption".

At "Our" sole and absolute discretion, "We" may pay all or part of the applicable retention, in which case "You" agree to repay "Us" immediately after "We" notify "You" of the payment; and such payment or repayment of any amount within the retention shall be first applied to "Damages", "Claims Expenses" and "Loss" covered by this Policy.

## VIII. EXTENDED REPORTING PERIOD

- A. Basic "Extended Reporting Period": In the event of cancellation or non-renewal of this Policy by "You" or "Us", an "Extended Reporting Period" of sixty (60) days immediately following such cancellation or non-renewal shall be automatically granted hereunder at no additional premium. Such "Extended Reporting Period" shall cover "Claims" first made and reported to "Us" during such sixty (60) day "Extended Reporting Period" but only in respect of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of this Policy. No "Claim" in such sixty (60) day extended reported period shall be covered under this Policy if "You" are entitled to indemnity under any other insurance or would have been entitled to indemnity under such insurance but for the exhaustion thereof.
- B. Optional "Extended Reporting Period": In the event of cancellation or non-renewal of this Policy by "You" or "Us", "You" shall have the right, upon payment in full and not proportionally or otherwise in part to have issued an endorsement providing an optional "Extended Reporting Period" after the end of the "Policy Period" as follows.

<b>Extended Reporting Period</b>	<b>Extended Reporting Period Premium</b>
12 Months	100% of the Annual Policy Premium
24 Months	150% of the Annual Policy Premium
36 Months	200% of the Annual Policy Premium

- C.
- Such optional "Extended Reporting Period" shall cover "Claims" made and reported to "Us" during this optional "Extended Reporting Period", but only in respect of any "Claim" arising out of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of the Policy.
  - In order for "You" to invoke the optional "Extended Reporting Period", the payment of additional premium as stated in this provision must be paid to "Us" within sixty (60) days after the end of the "Policy Period".
  - At the commencement of the optional "Extended Reporting Period", the entire premium shall be deemed fully earned, and in the event "You" terminate the optional "Extended Reporting Period" for whatever reason prior to its natural expiration, "We" will not be liable to return any premium paid for the optional "Extended Reporting Period".
- D. Terms and conditions of basic and optional "Extended Reporting Period":
- At renewal of this Policy, "Our" quotation of different premium, retention or limit of indemnity or changes in policy language shall not constitute non-renewal by "Us" for the purposes of granting the optional "Extended Reporting Period".
  - The right to the "Extended Reporting Period" shall not be available to "You" where "We" cancel or non-renew due to non-payment of premium.
  - The limit of liability for the "Extended Reporting Period" shall be part of, and not in addition to, the limit of liability for the "Policy Period".

4. All notices and premium payments with respect to the "Extended Reporting Period" shall be directed to "Us" through the entity named in the Policy.

## **IX. TERMS AND CONDITIONS**

### **A. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**

1. If any "Claim" is made against "You" during the "Policy Period" (or an "Extended Reporting Period", if applicable), or an "Event" first occurs during the "Policy Period", then as soon as practicable after a member of the "Control Group" becomes aware of such "Claim" or "Event", "You" must provide notice thereof to "Us" through the person identified in ITEM 8. in the Declarations, during the "Policy Period" (or an "Extended Reporting Period", if applicable), including every demand, notice, summons or other process "You" or "Your" representative receive.
2. If during the "Policy Period" a member of the "Control Group" becomes aware of any situation, circumstance, "Wrongful Act", act, error or omission that might reasonably give rise to a "Claim", and if "You" give written notice to "Us" through the person identified in ITEM 8. in the Declarations, as soon as practicable during the "Policy Period", of:
  - a. The specific details of the situation, circumstance, "Wrongful Act", act, error or omission that might reasonably give rise to a "Claim";
  - b. The possible damage which may result or has resulted from the situation, circumstance, "Wrongful Act", act, error or omission;
  - c. A description of how "You" first became aware of the situation, circumstance, "Wrongful Act", act, error or omission; and
  - d. Any "Computer System" security and event logs which provide evidence of the situation, circumstance, "Wrongful Act", act, error or omission,then any subsequent "Claim" made against "You" arising out of such situation, circumstance, "Wrongful Act", act, error or omission which is the subject of the written notice will be deemed to have been first made at the time written notice complying with the above requirements was first given to "Us".
3. A "Claim" shall be considered to be reported to "Us" when notice is first given to "Us" through the person identified in ITEM 8. in the Declarations or when notice of a situation, circumstance, "Wrongful Act", act, error or omission which might reasonably give rise to a "Claim" is first provided in compliance with Section IX.A.2 above. An "Event" shall be considered reported to "Us" when notice is first given to "Us" through the person identified in ITEM 8. in the Declarations.
4. Whenever coverage under this Policy would be lost due to non-compliance of Section IX.A.1.'s notice requirements because of the failure to give such notice, or concealment of such failure, by one or more "You" responsible for causing the "Damage", "Loss" or other amounts potentially insured hereunder, then "We" agree that such insurance as would otherwise be afforded under this Policy shall remain available with respect to those of "You" who did not personally commit, personally participate in committing or personally acquiesce in such failure to give notice, provided that those of "You" entitled to the benefit of this provision provide notice of a "Claim" or "Event" during the "Policy Period" (or "Extended Reporting Period", if applicable), promptly after obtaining knowledge of such failure of any others of "You" to comply with Section IX.A.1.

However, such insurance as afforded by this provision shall not cover a "Claim" against "Your Organization", or an "Event", if a member of the "Control Group" failed to give notice as required by Section IX.A.1 if such "Claim" or "Event" arises from "Wrongful Acts", acts, errors or omissions that were also known to another then current member of the "Control Group".

#### **B. ASSISTANCE AND COOPERATION**

1. "You" shall cooperate with "Us" in all investigations. "You" shall execute or cause to be executed all papers and render all assistance as requested by "Us". Part of this assistance may require "You" to provide soft copies of "Your" system security and event logs.
2. Upon "Our" request, "You" shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to "You" because of "Wrongful Acts", acts, errors, or omissions with respect to which insurance is afforded under this Policy; and "You" shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
3. "You" shall not admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any "Claim" without "Our" written consent, unless otherwise provided under Section II.
4. As soon as practicable after "You" give "Us" notice of any "Claim", "Event", or circumstance, "You" must also give "Us" copies of reports, photographs, investigations, pleadings and all other papers in connection therewith, including allowing "Us" to question "You" under oath at such times as may be reasonably required regarding "Your Organization's" books, records, and any other information relating to such matters.
5. In the event of a "Privacy Breach", "Security Breach" or other "Event", "You" must take all reasonable steps to protect "Computer Systems" and "Private Information" from further access, disclosure, loss or damage.

#### **C. DUTIES FOLLOWING NOTICE OF AN EVENT (applicable to Coverages C, F, G and I only).**

"You" must see that the following are done if "You" send "Us" notice of an "Event" to which Coverages C, F, G or I potentially apply:

1. at "Our" request, notify the police, FBI, CERT or other applicable law enforcement authority, central reporting or investigative organization that "We" may designate, if it appears that a law may have been broken;
2. immediately take all reasonable steps and measures necessary to limit or mitigate the "Loss";
3. send "Us" copies of every demand, notice, summons, or any other applicable information "You" receive;
4. if requested, permit "Us" to question "You" under oath at such times and places as may be reasonably required about matters relating to this insurance, including "Your" books and records;
5. send "Us" a sworn statement of "Loss" or other amounts incurred containing the information "We" request to resolve, settle or otherwise handle the "Event". "We" will provide "You" with the necessary forms;
6. cooperate with "Us" and counsel "We" may appoint in the investigation of any "Event" covered by this Policy;

7. assist "Us" and counsel "We" may appoint in the investigation or settlement of "Loss";
8. assist "Us" in protecting and enforcing any right of subrogation, contribution or indemnity against any person, organization or other entity that may be liable to "You", including attending depositions, hearings and trials;
9. assist "Us" when a "Telephone Hacking Event" and/or "Funds Transfer Fraud" occurs, and
10. otherwise assist in securing and giving documentation and evidence, and obtaining the attendance of witnesses.

A "Telephone Hacking Event" will be deemed to occur when "You" first discover that a "Telephone Hacking Event" has occurred, or "You" have a reasonable basis to know that a "Telephone Hacking Event" has occurred, including the receipt of any notice, invoice, or billing evidencing unauthorized use of "Telecommunications Services". If any related "Telephone Hacking Events" subsequently occur, and are reported to "Us," all such related "Telephone Hacking Events" will be considered a single "Telephone Hacking Event" and will be deemed to have occurred on the date the first of those "Telephone Hacking Events" occurred.

"Funds Transfer Fraud" will be deemed to occur when "You" first know that a "Funds Transfer Fraud" has occurred, or "You" have a reasonable basis to know that a "Funds Transfer Fraud" has occurred, including any unauthorized electronic funds transfer; theft of "Your" money or other financial assets from "Your" bank by electronic means; theft of money or other financial assets from "Your" corporate credit cards by electronic means; or any fraudulent manipulation of electronic documentation while stored on "Your" "Computer System". If related "Funds Transfer Fraud" events subsequently occur, and are reported to "Us," all such related "Funds Transfer Fraud" events will be considered a single "Funds Transfer Fraud" event and will be deemed to have occurred on the date the first of those "Funds Transfer Fraud" events occurred.

As soon as a "Telephone Hacking Event" and/or "Funds Transfer Fraud" first occurs, "You" must notify us in accordance with Section IX., TERMS AND CONDITIONS, paragraph A. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM.

#### **D. SUBROGATION**

In the event of any payment under this Policy, "You" agree to give "Us" the right to any subrogation and recovery to the extent of "Our" payments. "You" agree to execute all papers required and will do everything that is reasonably necessary to secure these rights to enable "Us" to bring suit in "Your" name. "You" agree to fully cooperate in "Our" prosecution of that suit. "You" agree not to take any action that could impair "Our" right of subrogation without "Our" written consent, whether or not "You" have incurred any unreimbursed amounts. Any recoveries shall be applied first to subrogation expenses, second to "Damages", "Claims Expenses" and "Loss" paid by "Us", and third to the Retention. Any additional amounts recovered shall be paid to "You".

#### **E. INSPECTIONS AND SURVEYS**

"We" may choose to perform inspections or surveys of "Your" operations, conduct interviews and review documents as part of "Our" underwriting, "Our" decision whether to provide continued or modified coverage, or "Our" processing of any "Claim" or "Event". If "We" make recommendations as a result of these inspections, "You" should not assume that every possible recommendation has been made or that "Your" implementation of a recommendation will prevent a "Claim" or "Event". "We" do not indicate by making an inspection or by providing "You" with a report that "You" are complying with or violating any laws, regulations, codes or standards.

## **F. OTHER INSURANCE**

This insurance shall apply in excess of any other valid and collectible insurance available to "You", including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over this Policy. However, this insurance shall apply as primary in respect of any directors & officers, professional liability, errors & omissions, medical malpractice or professional service liability policy purchased by "You".

## **G. ACTION AGAINST US**

No action shall lie against "Us" or "Our" representatives unless, as a condition precedent thereto: (1) there shall have been full compliance with all terms of this insurance; and (2) until the amount of "Your" obligation to pay shall have been finally determined by judgment or award against "You" after trial, regulatory proceeding, or arbitration or by written agreement between "You", the claimant, and "Us".

"Your" bankruptcy or insolvency shall not relieve "Us" of "Our" obligations hereunder.

## **H. ENTIRE AGREEMENT**

By acceptance of the Policy, "You" agree that this Policy embodies all agreements between "You" and "Us" relating to this insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop "Us" from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by "Us".

## **I. NEW SUBSIDIARIES/CHANGES IN NAMED INSURED OR YOUR ORGANIZATION**

1. During the "Policy Period", if "You" acquire another corporation whose annual revenues are more than twenty-five percent (25%) of "Your Organization's" annual revenues as set forth in its most recent audited financial statements, "You" shall give "Us" written notice of the acquisition containing full details thereof, no later than sixty (60) days after the effective date of such acquisition or creation. Coverage under this Policy for "Wrongful Acts", acts, errors, or omissions committed or allegedly committed by the newly acquired "Subsidiary" or any persons who may become insureds therewith shall be automatic for ninety (90) days after such acquisition or creation or, until the end of the 'Policy Period,' whichever is earlier; after the end of this ninety (90) day period, "We" may agree to add coverage for the newly acquired "Subsidiary" upon such terms, conditions, and limitations of coverage and such additional premium as "We", in "Our" sole discretion, may require.
2. During the "Policy Period", if the "Named Insured" consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to another entity, or a receiver, conservator, trustee, liquidator, or rehabilitator, or any similar official is appointed for or with respect to the "Named Insured", then all coverage under this Policy shall continue for post-transaction "Claims" first made prior to the expiration of the "Policy Period" but only for "Wrongful Acts", acts, errors or omissions that occurred prior to the date of such consolidation, merger or appointment. Coverage under this Policy shall not continue for "Events" that first commence post-transaction but prior to the expiration of the "Policy Period", unless coverage for such "Events" is specifically agreed to by "Us" and provided by endorsement hereto.

3. Should an entity cease to be a "Subsidiary" after the inception date of this Policy, coverage with respect to such entity and its insured persons shall continue as if it was still a "Subsidiary" until the expiration date of this Policy, but only with respect to a "Claim" that arises out of any "Wrongful Act", act, error, or omission committed prior to the date that it ceased to be a "Subsidiary".
4. All notices and premium payments made under this paragraph shall be directed to "Us" through the "Named Insured".

#### **J. ASSIGNMENT**

"Your" interest under this Policy may not be assigned to any other person or organization, whether by operation of law or otherwise, without "Our" written consent. If "You" shall die or be adjudged incompetent, such insurance shall cover "Your" legal representative as "You" would be covered under this Policy.

#### **K. CANCELLATION AND NON-RENEWAL**

This Policy may be cancelled or non-renewed by "You" at any time on request by sending a prior written notice to "Us" stating when thereafter the cancellation will be effective.

1. "We" may not cancel this Policy, except for nonpayment of Premium. If "We" cancel this Policy for non-payment of Premium, "We" will provide "You" with at least twenty (20) days advance written notice.
2. If this Policy is cancelled by "You", "We" shall refund the unearned Premium computed pro-rata. If this Policy is cancelled by "Us", the refund of paid Premium shall be computed pro-rata. Payment or tender of any unearned Premium by "Us" shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable. No Premium will be refunded where any "Claims" or circumstances have been notified under this Policy.
3. "We" may non-renew this Policy by providing "You" with at least sixty (60) days written notice before the expiration date. If the notice is given less than sixty (60) days before expiration, Coverage will remain in effect until sixty (60) days after notice is mailed. The Premium due for any period of Coverage that extends beyond the expiration date will be determined pro-rata based upon this Policy's total Premium for the expiring Policy Period.
4. Any offer to renew this Policy on terms involving a change in Retentions, Limit of Liability, Premium or other terms or conditions will not constitute a refusal to renew this Policy.

#### **L. WORDS AND TITLES OF PARAGRAPHS**

The titles of paragraphs, section, provisions, or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy. Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

#### **M. NAMED INSURED AUTHORIZATION**

The "Named Insured" has the right and duty to act on "Your" behalf for:

1. the giving and receiving of notice of cancellation;
2. the payment of premiums, including additional premiums;

3. the receiving of any return premiums;
4. the acceptance of any endorsements added after the effective date of coverage;
5. the payment of any retentions;
6. the receiving of any amounts paid hereunder; and
7. otherwise corresponding with "Us".

#### **N. REPRESENTATIONS BY YOU**

By acceptance of this Policy, "You" agree that the statements contained in the "Application", any application for coverage of which this Policy is a renewal, and any supplemental materials submitted therewith, are "Your" agreements and representations, that they shall be deemed material to the risk assumed by "Us", and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by "You" or "Your" agent in the "Application", any application for coverage of which this Policy is a renewal, or any supplemental materials submitted therewith will render the Policy null and void and relieve "Us" from all liability under the Policy.

#### **O. SERVICE OF SUIT CLAUSE (U.S.A.)**

1. It is agreed that in the event of "Our" failure to pay any amount claimed to be due under this Policy, at "Your" request "We" will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of "Our" rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process in such suit may be made upon "Our" representative, designated in the Policy, and that in any suit instituted against any one of "Us" upon this contract, "We" will abide by the final decision of such court or of any appellate court, in the event of an appeal.
2. "Our" representative designated in the Policy is authorized and directed to accept service of process on "Our" behalf in any such suit and/or upon "Your" request to give a written undertaking to "You" that they will enter a general appearance upon "Our" behalf in the event such a suit shall be instituted.
3. Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, "We" hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as "Our" true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of "You" or any beneficiary hereunder arising out of this Policy, and hereby designate "Our" representative listed in the Policy as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **P. CHOICE OF LAW**

Any disputes involving this Policy shall be resolved applying the laws of the state identified in ITEM 10. of the Declarations.

## Q. ARBITRATION

Any controversy arising out of or relating to this policy or the breach, termination or invalidity thereof shall be settled by binding arbitration in accordance with the commercial arbitration rules, but not the authority or jurisdiction, of the American Arbitration Association (herein "AAA") then in effect. "We" and the "Named Insured" shall each appoint an arbitrator. Each arbitrator must be disinterested other than the "Named Insured" or any present or former officers or directors of the Insured. As soon as one party notifies the other of its demand for arbitration and names its arbitrator, the other party agrees to name its arbitrator within thirty (30) days of said notice. Within thirty (30) days of the naming of the second arbitrator, the two arbitrators will select a third arbitrator to be chairman of the panel, other than the "Named Insured" or any present or former officers or directors of the Insured. Should the two arbitrators not be able to agree on a choice of the third, then the Chief Judge of the chosen competent jurisdiction will make the appointment of such third arbitrator. None of the arbitrators may be current or former officers, directors, or employees of the "Named Insured" or "Us." The three arbitrators will comprise the arbitration panel for the purposes of this Policy.

Each party to this policy will submit its case with supporting documents to the arbitration panel within thirty (30) days after appointment of the third arbitrator. However, the panel may agree to extend this period for a reasonable time. Unless extended by the consent of the parties, the majority of the three arbitrators will issue a written decision resolving the controversy before them within thirty (30) days of the time the parties are required to submit their cases and related documentation. The arbitrators' written decision will state the facts reviewed, conclusions reached and the reasons for these conclusions. That decision will be final and binding upon the parties in any court of competent jurisdiction.

Each party will pay the fees and expenses of its arbitrator, unless otherwise agreed by the parties. The remaining costs of arbitration will be shared equally by the parties.

Arbitration will take place in a competent jurisdiction agreed to by the parties.

Any disputes involving this Policy shall be resolved applying the substantive law as designated in ITEM 10. of the Declarations.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Oakbrook Terrace, Illinois.

  
PRESIDENT

  
SECRETARY



## NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

94.102 (01/15)

This Endorsement, effective at 12:01 a.m. CST, on July 1, 2021 forms part of:

Policy No.: TBD

Issued to: Collective Liability Insurance Cooperative

Issued by: BCS Insurance Company

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the design, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.



**BCS Insurance Company**  
**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, IL 60181**  
**(312) 803-7384**

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.



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## RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY DIRECT (U.S.A.)

94.103 01/15

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This Endorsement, effective at 12:01 a.m. CST, on July 1, 2021 forms part of:

Policy No.: TBD

Issued to: Collective Liability Insurance Cooperative

Issued by: BCS Insurance Company

When attached to the Policy, (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) provides worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

All other terms and conditions of this Policy shall remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



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## BREACH RESPONSE TEAM ENDORSEMENT

94.805 (06/17)

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The following vendors have been approved to support "You" in the event of a "Security Breach". "You" do not require "our" prior written consent to contact these vendors:

"Breach Response Counsel":

Baker & Hostetler LLP

24/7 Breach Response hotline - **1-866-288-1705**

"Breach Response Team":

Kroll

Data Breach Hotline - **1-877-300-6816**

**CyberResponse@kroll.com**



ILLINOIS AMENDATORY ENDORSEMENT

94.801 IL (07/19)

This Endorsement, effective at 12:01 a.m. CST, on 07/1/2021 forms part of:

Policy No.: TBD

Issued to: Collective Liability Insurance Cooperative

This endorsement modifies insurance provided under the following:

**CYBER AND PRIVACY LIABILITY POLICY**

The following changes are made to the policy:

- I. Section **III. TERRITORY** is replaced by the following:

**III. TERRITORY**

This insurance applies to “Events” occurring, “Claims” made and “Wrongful Acts”, acts, errors or omissions committed or alleged to have been committed anywhere in the world. However, this insurance will not apply in any jurisdiction that is the subject of any trade or economic sanction or embargo imposed by the United States of America.

- II. Section **IV. EXCLUSIONS**, paragraph F. is replaced by the following:

F. Any of the following:

1. Any

- a. presence of pollutants or contamination of any kind;
- b. actual, alleged or threatened discharge, dispersal, release, or escape of pollutants or contamination of any kind;
- c. direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or in any way respond to or assess the effects of pollutants or contamination of any kind.

However, this exclusion does not apply to damage arising out of heat, smoke or fumes from a hostile fire. For purposes of this provision, hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be;

2. Manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials, or products containing asbestos, asbestos fibers or dust;
3. Ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
4. Actual, potential or alleged presence of mold, mildew or fungi of any kind; or
5. The radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- III. Section **V. DEFINITIONS**, the definition of “Claim Expenses” is replaced by the following:

“Claim Expenses” means:

1. reasonable and necessary fees charged in the defense or settlement of a “Claim” by an attorney whom “We” designate or whom “You” designate with our prior written consent, such consent not to be unreasonably withheld; and
2. all other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a “Claim”, if incurred by “Us” or by “You” with “Our” prior written consent; however, “Claim Expenses” do not include:



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- a. "Your" overhead expenses or any salaries, wages, fees, or benefits of "Your employees" for any time spent in cooperating in the defense or investigation of any "Claim" or circumstance that might lead to a "Claim"; or
- b. Salaries or expenses of "Our" regular employees or officials, or costs incurred by "Our" attorneys.

3. Notwithstanding the foregoing, "Claim Expenses" includes Court Attendance Costs, defined as reasonable sums necessarily incurred by "You" with "Our" prior written agreement, not to exceed the sublimit of liability stated in ITEM 3.III.A. of the Declarations, to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any "Claim" for which "You" are entitled to a defense under this Policy.

IV. Section **V. DEFINITIONS**, paragraph **R. "Damages"** is replaced by the following:

Damages means:

1. Solely with respect to Coverages A, D, and E, a monetary judgment, award or settlement;
2. Solely with respect to Coverage B, "Regulatory Fines" and "Consumer Redress Funds"; and
3. Solely with respect to Coverage H, A "PCI DSS Assessment" or a settlement of a "PCI DSS Assessment".

"Damages" shall not include or mean:

- 1) "Your" future profits, restitution, or disgorgement of profits; or "Your" cost to comply with any order granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;
- 2) "Your" return or offset of fees, charges, royalties, or commissions for goods or services already provided or contracted to be provided;
- 3) fines or penalties of any nature, except those that are part of "Regulatory Fines" and "Consumer Redress Funds" as identified above, or sought in a "PCI DSS Assessment";
- 4) any amount "You" are not financially or legally obligated to pay;
- 5) any donations or contributions to any charitable organization;
- 6) charge backs, interchange fees, discount fees or prospective services fees sought, awarded or agreed to as part of a settlement in a "PCI DSS Assessment"; or
- 7) matters that may be deemed uninsurable under law. "We" shall apply the most favorable state law to "You" in determining insurability.

V. The following is added to Section **VI. LIMITS OF LIABILITY**:

In addition to the applicable Limit of Liability, "We" will pay:

1. Pre-judgment interest; and
2. Post-judgment interest that accrues after entry of the judgment or award and before "We" have paid, offered to pay or deposited in court that part of the judgment or award within the applicable Limits of Liability.

VI. Section **VIII. EXTENDED REPORTING PERIOD**, paragraph D. Terms and Conditions of the Basic and Optional "Extended Reporting Period" is replaced by the following:

D. Terms and Conditions of the Basic and Optional "Extended Reporting Period"

1. At renewal of this Policy, "Our" quotation of different premium, retention or limit of indemnity or changes in policy language shall not constitute non-renewal by "Us" for the purposes of granting the optional "Extended Reporting Period".
2. The limit of liability for the "Extended Reporting Period" shall be part of, and not in addition to, the limit of liability for the "Policy Period".
3. All notices and premium payments with respect to the "Extended Reporting Period" shall be directed to "Us" through the entity named in the Policy.

VII. Section **IX. TERMS AND CONDITIONS**, paragraph **K. CANCELLATION AND NON-RENEWAL** is replaced by the following:



#### K. CANCELLATION AND NON-RENEWAL

This Policy may be cancelled or non-renewed by "You" at any time on request by sending a prior written notice to "Us" stating when thereafter the cancellation will be effective.

1. "We" may not cancel this Policy, except for (a) nonpayment of Premium; or (b) material misrepresentation. If "We" cancel this Policy for non-payment of Premium, "We" will provide "You" with at least twenty (20) days advance written notice at "Your" last mailing address known to "Us". If "We" cancel this Policy for material misrepresentation, "We" will provide "You" with at least sixty (60) days advance written notice at "Your" last mailing address known to "Us". The notice of cancellation shall include the actual reason for cancellation. If cancellation is for material misrepresentation, the notice shall also include information on "Your" right to appeal the cancellation, and the procedures to follow for such appeal. Proof of mailing of the notice of cancellation shall be sufficient proof of notice. We will send a copy of the notice to "Your" broker, if known, or to the agent of record.
2. If this Policy is cancelled by "You", "We" shall refund the unearned Premium computed pro rata. If this Policy is cancelled by "Us", the refund of paid Premium shall be computed pro-rata. Payment or tender of any unearned Premium by "Us" shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable. No Premium will be refunded where any "Claims" or circumstances have been notified under this Policy.
3. "We" may non-renew this Policy by providing "You" with at least sixty (60) days written notice before the expiration date. The notice shall be mailed to "Your" last mailing address known to "Us", and shall include the actual reason for non-renewal. Proof of mailing of the notice of non-renewal shall be sufficient proof of notice. "We" will send a copy of the notice to "Your" broker, if known, or to the agent of record. If "We" fail to provide such notice at least sixty (60) days prior to expiration but do so no less than thirty-one (31) days prior to the renewal or anniversary date, "We" may extend the current Policy at its current terms and conditions for the period of time needed to equal the sixty (60) day time period required. "We" will provide the actual renewal premium quotation and any changes in coverage or deductible on the Policy. If the notice is given less than thirty-one (31) days before expiration, "We" will renew the Policy under the same terms and conditions as the expiring Policy for an additional year or until the effective date of any similar insurance is procured by "You", whichever is earlier. "We" may increase the renewal premium by up to twenty-nine percent (29%) of the expiring Policy premium so long as "We" deliver notice of such increase to "You" on or before the end of the current Policy Period.
4. If "We" intend to renew this Policy with an increase in premium of thirty percent (30%) or more or with changes in deductibles or coverage that materially alter the Policy, "We" will mail or deliver to "You" written notice of such increase or change(s) at least sixty (60) days prior to the renewal or anniversary date. If "We" fail to provide such notice at least sixty (60) days prior to expiration, but do so no less than thirty-one (31) days prior to the renewal or anniversary date, "We" may extend the current Policy at its current terms and conditions for the period of time needed to equal the sixty (60) day time period required. The increase in premium for this extension shall be the renewal premium based on the known exposure as of the date of the quotation compared to the premium as of the last day of coverage for the current year's Policy, annualized. The premium on the renewal policy will be subsequently amended to reflect any change in exposure not considered in the quotation.  
  
If "We" fail to send notice as required no less than thirty-one (31) days prior to the renewal or anniversary date, "We" will renew the policy under the same terms and conditions as the expiring Policy for an additional year or until the effective date of any similar insurance is procured by "You", whichever is earlier. "We" may increase the renewal premium by up to twenty-nine percent (29%) of the expiring Policy premium so long as "We" deliver notice of such increase to "You" on or before the end of the current Policy Period.
5. Any offer to renew this Policy on terms involving a change in Retentions, Limit of Liability, Premium or other terms or conditions will not constitute a refusal to renew this Policy. However, if "We" offer to renew this Policy on a basis which includes:
  - a. A renewal premium increase of 30% or more; or



b. A change in the Retention or coverage that materially alters the Policy, “We” will send “You”, at the last mailing address known to “Us”, written notice of such premium increase or change at least sixty (60) days prior to the renewal date. The renewal notice shall include the specific dollar amount of the renewal premium. “We” will send a copy of the notice to “Your” broker, if known, or the agent of record. If “We” fail to provide sixty (60) days’ notice in advance of the renewal date, “We” will extend the current policy under the existing terms, conditions and premium to allow sixty (60) days notice of the change. Proof of mailing of the notice shall be sufficient proof of notice.

6. Your Right to Loss Information

If this Policy is canceled or non-renewed, “You” have the right to receive, on “Your” written request, a statement of the “Claims” history for this Policy as follows:

- a. A listing of closed “Claims”, including the date and description of the loss and the total amount of payments;
- b. A listing of open “Claims”, including the date and description of the loss, the total amount of payments and total reserves, if any; and
- c. For any event not included in a. or b. above, the date and description of the loss and total reserves, if any.

We will send this statement of “Claims” history within thirty (30) days of receipt of your written request.

We will provide additional loss information, including specific loss reserves, to “You” as soon as possible, but in no event later than twenty (20) days of receipt of “Your” mailed or delivered written request for such information at the request of a prospective insurer.

VIII. Section **IX. TERMS AND CONDITIONS**, paragraph **N. REPRESENTATIONS BY YOU** is replaced by the following:

**N. REPRESENTATIONS BY YOU**

By acceptance of this Policy, “You” agree that the statements contained in the “Application”, any application for coverage of which this Policy is a renewal, and any supplemental materials submitted therewith, are “Your” agreements and representations, that they shall be deemed material to the risk assumed by “Us”, and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by “You” or “Your” agent in the “Application”, any application for coverage of which this Policy is a renewal, or any supplemental materials submitted therewith will render the Policy null and void and relieve “Us” from all liability under the Policy if the misrepresentation or non-disclosure:

1. is stated in the Policy, any endorsement or the application; and
2. was made with the actual intent to deceive, or materially affected either “Our” acceptance of the risk or the hazard “We” assumed.

IX. Section **IX. TERMS AND CONDITIONS**, paragraph **Q. ARBITRATION** is replaced by the following:

**Q. ARBITRATION**

The Named Insured and “We” may voluntarily agree to resolve any controversy arising out of or relating to this policy or the breach, termination or invalidity thereof through binding arbitration in accordance with the commercial arbitration rules, but not the authority or jurisdiction, of the American Arbitration Association (herein “AAA”) then in effect. “We” and the “Named Insured” shall each appoint an arbitrator. Each arbitrator must be disinterested other than the “Named Insured” or any present or former officers or directors of the Insured. As soon as both parties agree to arbitration and one party names its arbitrator, the other party agrees to name its arbitrator within thirty (30) days of said notice. Within thirty (30) days of the naming of the second arbitrator, the two arbitrators will select a third arbitrator to be chairman of the panel, other than the “Named Insured” or any present or former officers or directors of the Insured. Should the two arbitrators not be able to agree on a choice of the third, then the Chief Judge of the chosen competent jurisdiction will



**BCS Insurance Company**  
**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, IL 60181**  
**(312) 803-7384**

make the appointment of such third arbitrator. None of the arbitrators may be current or former officers, directors, or employees of the "Named Insured" or "Us." The three arbitrators will comprise the arbitration panel for the purposes of this Policy.

Each party to this policy will submit its case with supporting documents to the arbitration panel within thirty (30) days after appointment of the third arbitrator. However, the panel may agree to extend this period for a reasonable time. Unless extended by the consent of the parties, the majority of the three arbitrators will issue a written decision resolving the controversy before them within thirty (30) days of the time the parties are required to submit their cases and related documentation. The arbitrators' written decision will state the facts reviewed, conclusions reached and the reasons for these conclusions. That decision will be final and binding upon the parties in any court of competent jurisdiction.

Each party will pay the fees and expenses of its arbitrator, unless otherwise agreed by the parties. The remaining costs of arbitration will be shared equally by the parties.

Arbitration will take place in a competent jurisdiction agreed to by the parties.

Any disputes involving this Policy shall be resolved applying the substantive law as designated in ITEM 10. of the Declarations.

All other terms and conditions of this Policy shall remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



BCS Insurance Company  
2 Mid America Plaza, Suite 200  
Oakbrook Terrace, IL 60181  
(312) 803-7384

## Coverage for Certified Acts of Terrorism

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### CYBER AND PRIVACY LIABILITY POLICY

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94.551 (01/15)

This Endorsement, effective at 12:01 a.m. CST, on July 1, 2021 forms part of:

Policy No.: TBD

Issued to: Collective Liability Insurance Cooperative

Issued by: BCS Insurance Company

In consideration of the additional premium payment of \$284, the Exclusion under this Policy for acts of "Terrorism" that are certified by the Secretary of the Treasury as "Certified Acts of Terrorism" pursuant to the federal Terrorism Risk Insurance Act is hereby deleted, subject to the following provisions and restrictions:

- A. With respect to any one or more "Certified Acts of Terrorism", "We" will not pay any amounts for which "We" are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on "Our" liability for payments for "Certified Acts of Terrorism" losses.
- B. The terms and limitations of any "Terrorism" Exclusion, or the inapplicability or omission of a "Terrorism" Exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded under a Nuclear Incident Exclusion or Radioactive Contamination Exclusion.

All other terms and conditions of this Policy shall remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



## War and Terrorism Endorsement - Illinois

### CYBER AND PRIVACY LIABILITY POLICY

94.552 IL (04/15)

This Endorsement, effective at 12:01 a.m. CST, on July 1, 2021 forms part of:

Policy No.: TBD

Issued to: Collective Liability Insurance Cooperative

Issued by: BCS Insurance Company

The following changes are made to the Policy:

**I. Section IV. EXCLUSIONS**, paragraph **H.** is replaced by the following:

- H. Any "strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; including all amounts, "Damages", or "Claim Expenses" of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to the above; however, if "We" allege that by reason of this exclusion any "Damages" or "Claim Expenses" are not covered by this Policy, the burden of proving the contrary shall be upon "You". However, this exclusion does not apply to acts perpetuated electronically.

**II. The following is added to Section IV. EXCLUSIONS:**

Any act of "Terrorism". However, non-"Certified Acts of Terrorism" are excluded only if:

1. The act(s) of "Terrorism" result in industry-wide insured losses that exceed \$25,000,000 for related incidents that occur within a seventy-two (72) hour period; or
2. Fifty or more persons sustain death or serious physical injury for related incidents that occur within a seventy-two (72) hour period.

For purposes of this provision, "serious physical injury" means:

- a. Physical injury that involves a substantial risk of death;
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

However, these limitations on the exclusion of non-"Certified Acts of Terrorism" do not apply if:

- i. The act involves the use, release or escape of nuclear materials, or results directly or indirectly in nuclear reaction or radiation or radioactive contamination;
- ii. The act is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- iii. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "Terrorism" was to release such materials.



III. Section V. DEFINITIONS, paragraph A. "Act of Terrorism" is deleted.

IV. The following are added to Section V. DEFINITIONS:

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Terrorism" means:

1. Any "Certified Act of Terrorism"; and
2. Activities against persons, organizations or property of any nature:
  - a. That involve the following or preparation for the following:
    - 1) Use or threat of force or violence; or
    - 2) Commission or threat of a dangerous act; or
    - 3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When one or both of the following applies:
    - 1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - 2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

All other terms and conditions of this Policy shall remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



BCS Insurance Company  
2 Mid America Plaza, Suite 200  
Oakbrook Terrace, IL 60181  
(312) 803-7384

## Illinois Notice

BCSI-X010 IL (01/15)

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### Questions About Your Insurance?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by contacting:

**BCS Insurance Company**  
2 Mid American Plaza, Ste 200  
Oakbrook Terrace, Illinois 60181

**Telephone Number: 800-621-9215**

The **Illinois Department of Insurance** may also be contacted for assistance. Insurance analysts are available to answer general questions by phone at our toll-free Consumer Assistance Hotline (866) 445-5364. **However, complaints must be submitted in writing.**

### How to file a complaint with the Insurance Department:

Complaints may be submitted in the following ways:

- On-line at [www.insurance.illinois.gov](http://www.insurance.illinois.gov) and by following the instructions posted.
- By fax: (217) 558-2083.
- By mail: 320 W. Washington St. Springfield, IL 62767.

**LINCOLNWOOD SCHOOL DISTRICT 74  
BILLS PAYABLE**

Education Fund	1,407,979.74
Building Fund	117,702.36
Debt Service	-
Transportation Fund	167,820.30
I.M.R.F./Soc. Sec.	-
Capital Projects	81,694.38
Tort Fund	-
Life Safety Fund	-
	<hr/>
Grand Total	<b>1,775,196.78</b>

The undersigned hereby certify that the foregoing is a true and correct list of bills payable, approved and ordered paid by the Board of Education, School District #74, Cook County, at a meeting duly called and held on June 3, 2021, in the amount of **1,775,196.78**

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President, Scott L. Anderson

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Secretary, John P. Vranas

Members:

Kevin Daly

Myra A. Foutris

Elaina Geraghty

Rupal Shah Mandal

Peter D. Theodore

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE						
7400025170	05/27/2021	1274	ABBEY SPECIALTIES	10.0.1100.300.00.4998.00	8TH GRADE GRADUATION LAWN SIGNS FOR STUDENTS	\$1,317.50
						Check Total: \$1,317.50
7400025100	05/13/2021	1252	ACCESS MASTER	20.0.2540.302.00.0000.00	ACCESS CONTROL	\$3,030.00
7400025100	05/13/2021	1252	ACCESS MASTER	20.0.2540.302.00.0000.00	RENEW CAMERA VIEW	\$368.00
7400025100	05/13/2021	1252	ACCESS MASTER	20.0.2540.302.00.0000.00	CAMERA SYSTEM	\$1,929.27
						Check Total: \$5,327.27
NCB	05/11/2021	1255	AMAZON.COM	10.0.2210.400.00.0000.02	OFFICE SUPPLIES/ERASE MARKER	\$24.69
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.400.19.0000.03	SUPPLIES/SAFETY PINS/RING MAGNETS	\$77.47
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.410.24.0000.02	ART	\$222.38
NCB	05/11/2021	1255	AMAZON.COM	10.0.2210.400.00.0000.02	SUPPLIES/CRAYOLA/MARKE	
NCB	05/11/2021	1255	AMAZON.COM	10.0.2210.400.00.0000.02	OFFICE SUPPLIES/FOOD STORAGE BAGS/STICKY	\$18.88
NCB	05/11/2021	1255	AMAZON.COM	20.0.2540.404.00.0000.04	DRAG MAT	\$167.20
NCB	05/11/2021	1255	AMAZON.COM	20.0.2540.404.00.0000.04	STEEL DRAG MOP	\$107.18
NCB	05/11/2021	1255	AMAZON.COM	20.0.2540.404.00.0000.04	BASEBALL DIG OUT TOOL	\$15.84
NCB	05/11/2021	1255	AMAZON.COM	10.0.2110.400.00.0000.03	INFINITY CUBE FIDGET TOY/TURNING MAGIC CUBE	\$23.93
NCB	05/11/2021	1255	AMAZON.COM	10.0.2310.340.00.0000.00	ECARD GIFT CERTIFICATE	\$50.00
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.410.25.0000.01	BALLOONS	\$7.99
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.471.00.0000.03	SUPPLIES/GEL PENS	\$29.74
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.471.00.0000.03	SUPPLIES/MECHANICAL PENCIL	\$5.98
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.471.00.0000.03	SUPPLIES/POST-IT SUPER STICKY EASEL PAD	\$48.38

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.471.00.0000.03	SUPPLIES/VAOLLEYBALL GAME SET	\$139.99
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.410.25.0000.01	BALLOON PUMP	\$24.00
NCB	05/11/2021	1255	AMAZON.COM	10.0.1125.450.09.0000.01	POTS FOR FLOWERS	\$13.49
NCB	05/11/2021	1255	AMAZON.COM	10.0.2150.400.00.0000.01	WORD ACTIVITY SET/PRESCHOO. GAME	\$50.47
NCB	05/11/2021	1255	AMAZON.COM	10.0.1125.450.09.0000.01	FLOWER SEED PACKETS	\$34.99
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.412.05.0000.00	ULTRA-PRTECTIVE CASE	\$131.97
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.412.05.0000.00	\$-5.64 Pro-rated Adjustment Applied -	(\$5.64)
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.412.05.0000.00	IPAD MINI CASE	\$22.99
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.412.05.0000.00	REFUND/IPAD MINI CASE	(\$18.99)
NCB	05/11/2021	1255	AMAZON.COM	10.0.2130.400.00.4998.00	ARROW DECAL VINYL STICKERS	\$19.45
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.410.05.0000.00	TONER	\$471.78
NCB	05/11/2021	1255	AMAZON.COM	10.0.2130.400.00.4998.00	WEAR-A-MASK SIGN	\$9.88
NCB	05/11/2021	1255	AMAZON.COM	10.0.2110.400.00.0000.02	REFUND TAX	(\$1.71)
NCB	05/11/2021	1255	AMAZON.COM	10.0.1125.450.09.0000.01	INSECT LORE TWO CUPS OF CATERPILLARS	\$28.99
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.412.05.0000.00	SMARTBOARD REPLACEMENT BULB	\$119.99
NCB	05/11/2021	1255	AMAZON.COM	10.0.1500.400.00.0000.00	STORAGE CONTAINERS WITH LIDS	\$80.90
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.400.19.0000.01	STORAGE BAGS/CONSTRUCTION	\$47.30
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.741.05.0000.00	SMARTBOARD REPLACEMENT BULBS	\$76.98
NCB	05/11/2021	1255	AMAZON.COM	10.0.2110.400.00.0000.02	REFUND TAX	(\$2.15)
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.412.05.0000.00	PROJECTOR LAMP REPLACEMENT	\$73.99

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount	
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.410.05.0000.00	TONER CARTIRIDGE	\$113.89	
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.410.05.0000.00	TONER CARTIRIDGE	\$141.89	
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.471.00.0000.03	BALLPOINT PEN/INFLATABLE BEACH BALLS	\$19.99	
NCB	05/11/2021	1255	AMAZON.COM	10.0.2130.400.00.4998.00	DISPOSABLE FACE MASKS	\$28.88	
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.741.05.0000.00	MICROPHONE WITH INTEGRATED DESKTOP BASE	\$119.00	
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.741.05.0000.00	DESKTOP GOOSENECK CONDENSER MICROPHONE	\$99.00	
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.410.25.0000.02	REMO TALL DRUM	\$238.00	
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.410.25.0000.02	XYLOPHONE	\$419.99	
NCB	05/11/2021	1255	AMAZON.COM	10.0.2210.400.00.0000.02	ZIPLOC SANDWICH BAGS	\$19.79	
NCB	05/11/2021	1255	AMAZON.COM	10.0.2210.400.00.0000.02	SPIRAL NOTEBOOK	\$9.99	
NCB	05/11/2021	1255	AMAZON.COM	10.0.2210.400.00.0000.02	MAGNETIC DRY ERASE MARKERS	\$15.98	
NCB	05/11/2021	1255	AMAZON.COM	10.0.2210.400.00.0000.02	KLEENEX	\$30.28	
NCB	05/11/2021	1255	AMAZON.COM	10.0.2520.400.00.0000.00	STAMP INK PAD	\$18.98	
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.449.00.0000.02	PBIS RAFFLE ITEMS/DRAWING PAD/ART	\$61.28	
NCB	05/11/2021	1255	AMAZON.COM	10.0.2130.400.00.4998.00	GLOVES	\$112.44	
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.410.25.0000.02	PROMARK FPY30 DISCOVERY SESRIES ORFF	\$39.18	
NCB	05/11/2021	1255	AMAZON.COM	10.0.1100.410.24.0000.02	ALUMINUM FOIL PANS	\$15.99	
NCB	05/21/2021	1272	AMERIPRISE FINANCIAL SERVICES INC.	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$571.49	
NCB	05/07/2021	1264	AMERIPRISE FINANCIAL SERVICES INC.	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$571.49	
						Check Total:	\$4,765.86
7400025101	05/13/2021	1252	AMY SENIOR	10.0.2310.300.00.0000.00	TECH SERVICES/BOE 5/4/21	\$75.00	
						Check Total:	\$75.00
7400025103	05/13/2021	1252	APPLE INC	10.0.1100.310.05.0000.00	AC+ D490182944	\$49.00	
						Check Total:	\$49.00

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025171	05/27/2021	1274	APPLE INC	10.0.1100.310.05.0000.00	AC+ D490351221 D490350975 D490350825	\$49.00
					Check Total:	\$49.00
NCB	05/11/2021	1255	APPLE STORE	10.0.1100.316.05.0000.00	CASE	\$349.50
NCB	05/11/2021	1255	APPLE STORE	10.0.1100.741.05.0000.00	IPAD	\$599.70
NCB	05/11/2021	1255	APPLE STORE	10.0.1100.470.05.0000.00	VOLUME PURCHASE	\$208.60
NCB	05/11/2021	1255	APPLE STORE	10.0.1100.316.05.0000.00	PANDORA MUSIC &	\$5.30
NCB	05/11/2021	1255	APPLE STORE	10.0.1100.310.05.0000.00	APPLECARE	\$414.00
NCB	05/11/2021	1255	APPLE STORE	10.0.1100.741.05.0000.00	IPAD WI-FI	\$1,974.00
NCB	05/11/2021	1255	APPLE.COM	10.0.1100.640.05.0000.00	VOLUME PURCHASE PROGRAM SUBS	\$598.00
					Check Total:	\$4,149.10
7400025104	05/13/2021	1252	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$94.12
7400025104	05/13/2021	1252	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$1,547.14
7400025104	05/13/2021	1252	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$98.16
7400025104	05/13/2021	1252	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$670.20
					Check Total:	\$2,409.62
7400025172	05/27/2021	1274	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$96.71
7400025172	05/27/2021	1274	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$684.48
					Check Total:	\$781.19
7400025173	05/27/2021	1274	AT&T LONG DISTANCE-4	20.0.2540.340.00.0000.00	TELEPHONE	\$89.56
					Check Total:	\$89.56
7400025105	05/13/2021	1252	AT&T-2	20.0.2540.340.00.0000.00	TELEPHONE	\$51.28
					Check Total:	\$51.28
7400025174	05/27/2021	1274	AT&T-3	20.0.2540.340.00.0000.00	TELEPHONE	\$1,682.80
					Check Total:	\$1,682.80
NCB	05/07/2021	1264	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$9,550.90
NCB	05/07/2021	1264	AXA EQUITABLE PAYMENT CENTER	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$600.00
NCB	05/21/2021	1272	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,285.00

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	05/21/2021	1272	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$10,634.23
NCB	05/21/2021	1272	AXA EQUITABLE PAYMENT CENTER	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$600.00
NCB	05/07/2021	1264	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,285.00
NCB	05/21/2021	1272	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$900.00
NCB	05/07/2021	1264	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$900.00
Check Total:						\$25,755.13
7400025175	05/27/2021	1274	BANNER PLUMBING SUPPLY CO. INC	20.0.2540.400.00.0000.01	ELKAY FLEXI-GUARD	\$1,271.14
Check Total:						\$1,271.14
NCB	05/11/2021	1255	BC CREDITS.ORG-CONTINUING ED	10.0.2210.312.00.0000.01	TRAINING/SZ	\$42.95
NCB	05/11/2021	1255	BC CREDITS.ORG-CONTINUING ED	10.0.2210.312.00.0000.01	TRAINING/NN	\$42.95
NCB	05/11/2021	1255	BC CREDITS.ORG-CONTINUING ED	10.0.2210.312.00.0000.01	TRAINING/RK	\$42.95
NCB	05/11/2021	1255	BLICK ART MATERIALS	10.0.1100.410.24.0000.02	ART SUPPLIES/LIQUID WATERCOLOR/CRAYOLA/BR	\$320.74
Check Total:						\$449.59
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$10.54
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$11.45
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$57.25
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$10.54
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$57.25
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$23.20
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$10.79
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$69.60
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$69.60
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$21.57
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$23.20
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$23.20

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$46.40
7400025106	05/13/2021	1252	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$69.60
Check Total:						\$504.19
7400025176	05/27/2021	1274	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$11.60
7400025176	05/27/2021	1274	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$58.00
7400025176	05/27/2021	1274	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$21.57
7400025176	05/27/2021	1274	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$92.80
7400025176	05/27/2021	1274	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$34.80
7400025176	05/27/2021	1274	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$69.60
7400025176	05/27/2021	1274	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$10.79
7400025176	05/27/2021	1274	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$92.80
Check Total:						\$391.96
7400025107	05/13/2021	1252	BRENDA NGUY	10.1.0000.000.00.1730.00	REFUND/PE	\$18.00
7400025107	05/13/2021	1252	BRENDA NGUY	10.1.0000.000.00.1730.00	REFUND/PE SHORTS	\$6.00
Check Total:						\$24.00
7400025108	05/13/2021	1252	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.02	ECO 15 Hydrogen Peroxide Cleaner 4x1.25L	\$503.82
7400025108	05/13/2021	1252	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.02	E33 Floor Cleaner 4x1.25L	\$575.83
7400025108	05/13/2021	1252	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.02	E14 Muscle Cleaner ,Graffiti Remover 4x1.25L	\$290.02
7400025108	05/13/2021	1252	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.02	Liners 24x32 0.7mil Black	\$416.07
7400025108	05/13/2021	1252	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.02	Liners 33x40 0.85 mil Black	\$260.99
7400025108	05/13/2021	1252	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.02	Liners 40x46 1.5mil Blue	\$312.38
7400025108	05/13/2021	1252	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.02	Tissue Wht 2Ply/500 sheets/Roll/96/cs	\$211.82
7400025108	05/13/2021	1252	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.02	Dy-Phase (Bowl Cleaner) 12/cs	\$104.28

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025108	05/13/2021	1252	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.01	Gloves X-Large, PWDR Free, Blue	\$145.50
Check Total:						\$2,820.71
7400025177	05/27/2021	1274	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.01	Micro Core Wht Toilet Tissue	\$872.00
7400025177	05/27/2021	1274	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.01	Liners 38x58 1.9mil Black	\$767.20
Check Total:						\$1,639.20
7400025109	05/13/2021	1252	BUSINESS EXPRESS	10.0.2630.400.00.0000.00	250 CUMMULATIVE	\$200.00
7400025109	05/13/2021	1252	BUSINESS EXPRESS	10.0.2630.400.00.0000.00	250 MEDICAL FOLDERS	\$200.00
Check Total:						\$400.00
7400025110	05/13/2021	1252	CAROLINA BIOLOGICAL SUPPLY	10.0.1100.400.19.0000.01	Large Choice Chamber Kit	\$119.81
7400025110	05/13/2021	1252	CAROLINA BIOLOGICAL SUPPLY	10.0.1100.400.19.0000.01	Large Choice Chamber Lid Black	\$28.58
7400025110	05/13/2021	1252	CAROLINA BIOLOGICAL SUPPLY	10.0.1100.400.19.0000.01	Carson® BigEye™ Magnifier	\$49.46
7400025110	05/13/2021	1252	CAROLINA BIOLOGICAL SUPPLY	10.0.1100.400.19.0000.01	Bessbug Habitat	\$151.11
7400025110	05/13/2021	1252	CAROLINA BIOLOGICAL SUPPLY	10.0.1100.400.19.0000.01	Lens - pack of 16	\$40.59
7400025110	05/13/2021	1252	CAROLINA BIOLOGICAL SUPPLY	10.0.1100.400.19.0000.01	Photo Cards Environment set of 8	\$7.12
7400025110	05/13/2021	1252	CAROLINA BIOLOGICAL SUPPLY	10.0.1100.400.19.0000.01	Photo Cards, Living and Nonliving, Set of 10	\$7.13
Check Total:						\$403.80
7400025111	05/13/2021	1252	CARROLL SEATING COMPANY	20.0.2540.320.00.0000.03	Bleacher service and inspections. Pricing includes	\$2,316.67
7400025111	05/13/2021	1252	CARROLL SEATING COMPANY	20.0.2540.320.00.0000.03	MISC PARTS	\$183.33
Check Total:						\$2,500.00
7400025112	05/13/2021	1252	CENTRAL LAWN SPRINKLERS	20.0.2540.404.00.0000.03	START-UP & INSPECTION	\$1,004.50
Check Total:						\$1,004.50
7400025113	05/13/2021	1252	CHICAGO METROPOLITAN FIRE PREVENTION 2	20.0.2540.320.00.0000.03	SERVICE CALL CHARGE-PORTABLE FIRE	\$206.35
Check Total:						\$206.35

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.316.05.0000.00	LH CLASSROOM MO LIC SUBSCRIPTION	\$10.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.316.05.0000.00	LH CLASSROOM MO LICENSE	\$10.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.450.12.0000.01	SUBSCRIPTION/HR	\$10.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.316.05.0000.00	LH CLASSROOM MO LICENSE	\$10.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.316.05.0000.00	LH CLASSROOM MO LIC SUBSCRIPTION	\$10.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.316.05.0000.00	LH CLASSROOM MO LIC SUBSCRIPTION	\$10.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.316.05.0000.00	LH CLASSROOM MO LICENSE	\$10.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.316.05.0000.00	LH CLASSROOM MO LIC SUBSCRIPTION	\$10.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.316.05.0000.00	LH CLASSROOM MO LICENSE	\$10.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.316.05.0000.00	LH CLASSROOM MO LICENSE	\$17.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.316.05.0000.00	LH CLASSROOM MO LIC SUBSCRIPTION	\$10.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.450.12.0000.01	SUBSCRIPTION/LG	\$10.99
NCB	05/11/2021	1255	CLASSKICK PRO	10.0.1100.316.05.0000.00	LH CLASSROOM MO LIC SUBSCRIPTION	\$10.99
Check Total:						\$149.87
7400025114	05/13/2021	1252	CMFP DEPT LW-6AC	20.0.2540.320.00.0000.03	QUARTELY BILLING FB/A RADIO MONITOR/MAIN	\$240.00
7400025114	05/13/2021	1252	CMFP DEPT LW-6AC	20.0.2540.320.00.0000.04	QUARTERLY BILLING FB/A RADIO MONITOR/MAIN	\$240.00
7400025114	05/13/2021	1252	CMFP DEPT LW-6AC	20.0.2540.320.00.0000.02	QUARTERLY BILLING FB/A RADIO MONITOR/MAIN	\$240.00
7400025114	05/13/2021	1252	CMFP DEPT LW-6AC	20.0.2540.320.00.0000.01	QUARTERLY BILLING FB/A RADIO MONITOR/MAIN	\$240.00
Check Total:						\$960.00
NCB	05/21/2021	1270	COLE TAYLOR BAN_SIT	10.3.0499.300.00.0000.00	STATE TAX	\$20,827.37

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount	
NCB	05/21/2021	1270	COLE TAYLOR BAN_SIT	20.3.0499.300.00.0000.00	STATE TAX	\$762.79	
NCB	05/07/2021	1262	COLE TAYLOR BAN_SIT	10.3.0499.300.00.0000.00	STATE TAX	\$20,749.25	
NCB	05/07/2021	1262	COLE TAYLOR BAN_SIT	20.3.0499.300.00.0000.00	STATE TAX	\$782.47	
NCB	05/07/2021	1267	COLE TAYLOR BANK	10.3.0499.100.20.0000.00	THIS	\$8,877.35	
NCB	05/07/2021	1266	COLE TAYLOR BANK	10.3.0499.100.10.0000.00	TEACHERS PENSION	\$44,483.62	
NCB	05/07/2021	1267	COLE TAYLOR BANK	10.3.0499.100.20.0000.00	THIS	\$1,152.57	
NCB	05/07/2021	1261	COLE TAYLOR BANK_FIT	10.3.0499.800.20.0000.00	MEDICARE	\$14,541.22	
NCB	05/07/2021	1261	COLE TAYLOR BANK_FIT	20.3.0499.800.20.0000.00	TERMINATION/VACATION PAYMENTS	\$510.32	
NCB	05/21/2021	1269	COLE TAYLOR BANK_FIT	10.3.0499.700.10.0000.00	SOC.SEC.	\$7,983.90	
NCB	05/21/2021	1269	COLE TAYLOR BANK_FIT	20.3.0499.700.10.0000.00	NON-CAPITAL EQUIPMENT	\$2,130.38	
NCB	05/21/2021	1269	COLE TAYLOR BANK_FIT	10.3.0499.800.20.0000.00	MEDICARE	\$14,609.16	
NCB	05/21/2021	1269	COLE TAYLOR BANK_FIT	20.3.0499.800.20.0000.00	TERMINATION/VACATION PAYMENTS	\$498.22	
NCB	05/07/2021	1261	COLE TAYLOR BANK_FIT	10.3.0499.700.10.0000.00	Overpayment Credit CY2021 Q1	(\$433.42)	
NCB	05/07/2021	1261	COLE TAYLOR BANK_FIT	10.3.0499.700.10.0000.00	SOC.SEC.	\$7,982.88	
NCB	05/07/2021	1261	COLE TAYLOR BANK_FIT	20.3.0499.700.10.0000.00	NON-CAPITAL EQUIPMENT	\$2,182.00	
NCB	05/07/2021	1261	COLE TAYLOR BANK_FIT	10.3.0499.200.00.0000.00	FEDERAL TAX	\$47,683.83	
NCB	05/07/2021	1261	COLE TAYLOR BANK_FIT	20.3.0499.200.00.0000.00	FEDERAL TAX	\$1,766.94	
NCB	05/21/2021	1269	COLE TAYLOR BANK_FIT	10.3.0499.200.00.0000.00	FEDERAL TAX	\$47,997.83	
NCB	05/21/2021	1269	COLE TAYLOR BANK_FIT	20.3.0499.200.00.0000.00	FEDERAL TAX	\$1,722.69	
						Check Total:	\$246,811.37
7400025115	05/13/2021	1252	COMED	20.0.2540.466.00.0000.00	ELECTRICITY	\$5,037.78	
						Check Total:	\$5,037.78
7400025116	05/13/2021	1252	DAVID WAGNER	10.0.1100.338.42.0000.03	VOLLEYBALL OFFICIAL ON 4/15/21	\$80.00	
						Check Total:	\$80.00
7400025117	05/13/2021	1252	DE LAGE LANDEN FINANCIAL SERVICES, INC.	10.0.1100.325.00.0000.00	LEASE/MAY	\$2,506.60	
						Check Total:	\$2,506.60

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount	
NCB	05/11/2021	1255	DOLLAR TREE STORES, INC.	10.0.1600.400.00.0000.00	MED KRAFT BAG/GLASSES	\$36.00	
NCB	05/11/2021	1255	DOLLAR TREE STORES, INC.	10.0.1100.450.12.0000.01	STORANG BAGS	\$15.00	
						Check Total:	\$51.00
7400025118	05/13/2021	1252	EARL J. STRASSBERGER	10.0.1100.338.42.0000.03	OFFICIAL/5/04/21	\$55.00	
						Check Total:	\$55.00
7400025178	05/27/2021	1274	EARL J. STRASSBERGER	10.0.1100.338.42.0000.03	SOCCER OFFICIAL/VARSITY BOYS SOCCER/LH VS	\$55.00	
						Check Total:	\$55.00
NCB	05/11/2021	1255	EDGEWATER PRODUCE	10.0.1100.410.21.0000.02	REFUND	(\$24.06)	
						Check Total:	(\$24.06)
7400025119	05/13/2021	1252	ERIN DAVIS	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$2,248.10	
						Check Total:	\$2,248.10
NCB	05/11/2021	1255	EXTRA SPACE STORAGE	20.0.2540.325.00.0000.00	CLASSROOM STORAGE	\$563.00	
NCB	05/11/2021	1255	EXTRA SPACE STORAGE	20.0.2540.325.00.0000.00	CLASSROOM STORAGE	\$213.00	
NCB	05/11/2021	1255	EXTRA SPACE STORAGE	20.0.2540.325.00.0000.00	CLASSROOM STORAGE	\$276.00	
NCB	05/11/2021	1255	EXTRA SPACE STORAGE	20.0.2540.325.00.0000.00	CLASSROOM STORAGE	\$291.00	
NCB	05/11/2021	1255	EXXON MOBIL	20.0.2540.464.00.0000.00	GAS FOR DIST TRUCK	\$107.41	
						Check Total:	\$1,450.41
7400025179	05/27/2021	1274	FIRST DEFENSE LLC	10.0.2130.400.00.4998.00	KIDS FACE SHIELDS/BLUE	\$20.00	
7400025179	05/27/2021	1274	FIRST DEFENSE LLC	10.0.2130.400.00.4998.00	KIDS FACE SHIELDS/PINK	\$10.00	
						Check Total:	\$30.00
7400025180	05/27/2021	1274	FIRST STUDENT, INC.	40.0.2550.331.00.0000.00	TRANSPORTATION/APRIL	\$85,465.79	
7400025180	05/27/2021	1274	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	TRANSPORTATION/LH GIRLS VOLLEYBALL TO PARK	\$111.26	
7400025180	05/27/2021	1274	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	TRANSPORTATION/LH GIRLS VOLLEYBALL TO GOLF	\$144.87	
7400025180	05/27/2021	1274	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	TRANSPORTATION/LH BOYS VOLLEYBALL TO GULF	\$111.26	
7400025180	05/27/2021	1274	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	TRANSPORTATION/LH TO LINCOLN JR HIGH/4/27/21	\$101.41	

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025180	05/27/2021	1274	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	TRANSPORTATION/LH TO GOLF MIDDLE	\$130.38
7400025180	05/27/2021	1274	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	TRANSPORTATION/LH BOYS VOLLEYBALL TO PARK	\$125.75
Check Total:						\$86,190.72
7400025120	05/13/2021	1252	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Be prepared (#1427EL1)	\$22.74
7400025120	05/13/2021	1252	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	From the desk of Zoe Washington (#1288QY5)	\$44.43
7400025120	05/13/2021	1252	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Ghost boys (#1167QH4)	\$31.34
7400025120	05/13/2021	1252	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	The line tender (#1245WS9)	\$31.34
7400025120	05/13/2021	1252	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	To Night Owl from Dogfish (#1167QZ1)	\$23.79
7400025120	05/13/2021	1252	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Torpedoed : the true story of the World War II sinking	\$52.17
7400025120	05/13/2021	1252	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Book Cataloging and Processing	\$22.80
Check Total:						\$228.61
NCB	05/11/2021	1255	FOODSERVICE SAFE, LLC	10.0.2560.640.00.0000.00	FOOD SAFETY CLASS	\$195.00
Check Total:						\$195.00
7400025181	05/27/2021	1274	FORECAST 5 ANALYTICS, INC.	10.0.2520.300.00.0000.00	5SIGHT-LICENSE	\$6,556.00
7400025181	05/27/2021	1274	FORECAST 5 ANALYTICS, INC.	10.0.2520.300.00.0000.00	5CAST-LICENSE AGREEMENT	\$3,278.00
7400025181	05/27/2021	1274	FORECAST 5 ANALYTICS, INC.	10.0.2520.300.00.0000.00	5CAST-SUPPORT FEE	\$3,500.00
Check Total:						\$13,334.00
7400025121	05/13/2021	1252	FRANK V. SANTORO	10.0.1100.338.42.0000.03	VARSITY BOYS/4/27/21	\$55.00
Check Total:						\$55.00
7400025182	05/27/2021	1274	FRANK V. SANTORO	10.0.1100.338.42.0000.03	GIRLS VARSITY LH VS FAIRVIEW/5/18/12	\$55.00
Check Total:						\$55.00

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

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Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025122	05/13/2021	1252	FRONTLINE TECHNOLOGIES GROUP, LLC	10.0.1100.335.00.0000.00	ABSENCE & SUBSTITUTE MANAGEMENT	\$3,965.19
Check Total:						\$3,965.19
7400025123	05/13/2021	1252	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/CUCUMBERS/SQUASH	\$185.40
7400025123	05/13/2021	1252	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/BROCCOLI/PEPPER/PEACHES	\$285.04
7400025123	05/13/2021	1252	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/CAULIFLOWER/CUCUMBERS	\$160.25
Check Total:						\$630.69
7400025183	05/27/2021	1274	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/BROCCOLI/CELERY/CUCUMBERS	\$170.38
7400025183	05/27/2021	1274	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/CARRETTES/CAULIFLOWER/CUCUMBERS	\$219.99
7400025183	05/27/2021	1274	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	REFUND/CUCUMBERS	(\$5.60)
Check Total:						\$384.77
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	CRACKER SALTINE KEEB	\$15.75
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/CUTLERY KIT	\$82.85
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/TURKEY	\$592.67
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/TURKEY	\$745.70
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/GLOVE/CUTLERY KIT	\$180.12
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/GLOVE	\$12.44
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/SUTLERY KIT/SPORK NAP STRW	\$54.48
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/CUTLERY KIT KF NAP	\$48.40
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/TURKEY BRST/APPLES	\$600.24
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/CONT PLAS/CUTLERY LIT	\$116.54
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/TURKEY	\$746.70

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

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Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

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Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/KNIVE	\$17.86
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/TURKEY BRST/TOMATO	\$441.98
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/DELI PATTY PAPER/PLAS CONT	\$104.53
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/DETERGENT	\$19.25
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/EGG	\$26.02
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/GLOVE/PLAS	\$117.98
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/TURKEY	\$958.14
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/BAGEL/CELERY	\$13.84
7400025124	05/13/2021	1252	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/BANANA/TOMATO/C UCUMBER	\$72.09
Check Total:						\$4,967.58
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	CREDIT	(\$369.68)
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	CREDIT	(\$98.91)
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/CREAM CHEESE/TOMATO/TKY BRST	\$443.44
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/CUTLERY KITKF/CUTLERY KIT SPORKS	\$98.91
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/TURKEY BRST/CREAM CHEESE	\$518.77
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/PLAS CONT	\$107.25
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/GLOVE	\$24.89
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/PLAS KNIVE	\$34.23
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/CHEESE/BAGEL/BREA	\$278.49
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/TURKEY BRST/CREAM CHEESE	\$677.41
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/PLAS TRAY/HAIRNETS	\$274.48

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

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Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/TURKEY BRST/EGG/TOMATO/LETTU	\$845.16
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/APPLE FRSH	\$69.24
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/PLAS CONT	\$62.82
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/CHEESE/LE TTUCE	\$580.40
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/SALTINE CRACKER	\$11.72
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/TORTILLA/LETTUCE	\$20.54
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/BAGELS	\$33.71
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	BAGEL	\$22.26
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/EGG/HOT DOG BUNS/BUTTER	\$43.51
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/BAGEL/CUCUMBER	\$34.18
7400025184	05/27/2021	1274	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/CREAM CHEESE/BAGEL/CELERY	\$43.81
Check Total:						\$3,756.63
7400025185	05/27/2021	1274	GSF USA, INC.	20.0.2540.322.00.0000.00	JANITORIAL SERVICES/MAY	\$35,417.92
Check Total:						\$35,417.92
7400025186	05/27/2021	1274	HALYNA YANCHUK	10.0.1100.410.24.0000.03	SPARK HYBRID LEARNING CURRICULUM	\$297.00
Check Total:						\$297.00
7400025125	05/13/2021	1252	HANS LIEU	10.1.0000.000.00.1730.00	REFUND/PE SHIRT/LH	\$5.00
7400025125	05/13/2021	1252	HANS LIEU	10.1.0000.000.00.1730.00	REFUND/PE SHORTS/LH	\$6.00
Check Total:						\$11.00
7400025126	05/13/2021	1252	HODGES LOIZZI EISENHAMMER RODICK & KOHN	10.0.2310.318.00.0000.00	PROFESSIONAL SERVICES RENDERED	\$1,445.84
Check Total:						\$1,445.84
7400025127	05/13/2021	1252	IGS ENERGY	20.0.2540.466.00.0000.00	ELECTRICITY	\$9,225.02
Check Total:						\$9,225.02
7400025187	05/27/2021	1274	IGS ENERGY	20.0.2540.466.00.0000.00	ELECTRICITY	\$9,369.77
Check Total:						\$9,369.77

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

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Check Number	Date	Voucher	Payee	Account	Description	Amount	
7400025128	05/13/2021	1252	ILIE SINGEORZAN	10.1.0000.000.00.1730.00	REFUND/PE SHIRT/LH	\$5.00	
						Check Total:	\$5.00
7400025129	05/13/2021	1252	ILLINOIS ASSOCIATION OF SCHOOL BOARDS	10.0.2310.640.00.0000.00	ANNUAL DUES	\$6,022.00	
7400025129	05/13/2021	1252	ILLINOIS ASSOCIATION OF SCHOOL BOARDS	10.0.2310.640.00.0000.00	BOARDBOOK SUBSCRIPTION	\$2,000.00	
7400025129	05/13/2021	1252	ILLINOIS ASSOCIATION OF SCHOOL BOARDS	10.0.2310.640.00.0000.00	POLICY REFERENCE EDUC SUBSCRIPTION	\$980.00	
7400025129	05/13/2021	1252	ILLINOIS ASSOCIATION OF SCHOOL BOARDS	10.0.2310.640.00.0000.00	PRESS PLUS ADD ON SUBSCRIPTION MEMBER	\$670.00	
7400025129	05/13/2021	1252	ILLINOIS ASSOCIATION OF SCHOOL BOARDS	10.0.2310.640.00.0000.00	SCHOOL BOARD POLICES ONLINE	\$2,500.00	
						Check Total:	\$12,172.00
NCB	05/11/2021	1255	ILLINOIS HOLOCAUST MUSEUM & EDUC CTR	10.0.1100.314.04.0000.03	VIRTUAL FIELD TRIP	\$10.00	
NCB	05/11/2021	1255	ILLINOIS HOLOCAUST MUSEUM & EDUC CTR	10.0.1100.314.04.0000.03	VIRTUAL FIELD TRIP	\$1,270.00	
						Check Total:	\$1,280.00
7400025130	05/13/2021	1252	IMAGETEC	10.0.2570.323.00.0000.00	CONTRACT	\$6,227.50	
						Check Total:	\$6,227.50
7400025188	05/27/2021	1274	INTERIORS FOR BUSINESS, INC.	60.0.2530.540.00.0000.02	FURNITURE/RH	\$81,046.00	
						Check Total:	\$81,046.00
NCB	05/11/2021	1255	JEWEL-OSCO	10.0.1100.700.00.0000.03	COURTYARD CHAIRS	\$199.92	
						Check Total:	\$199.92
7400025131	05/13/2021	1252	JULIA BAQLEH	10.1.0000.000.00.1730.00	REFUND/PE SHIRT/LH	\$5.00	
7400025131	05/13/2021	1252	JULIA BAQLEH	10.1.0000.000.00.1730.00	REFUND/PE SHORTS/LH	\$6.00	
						Check Total:	\$11.00
7400025132	05/13/2021	1252	KATHERINE RODRICKS	10.1.0000.000.00.1730.00	REFUND/PE SHIRT/LH	\$5.00	
7400025132	05/13/2021	1252	KATHERINE RODRICKS	10.1.0000.000.00.1730.00	REFUND/PE SHORTS/LH	\$6.00	
7400025132	05/13/2021	1252	KATHERINE RODRICKS	10.1.0000.000.00.1730.00	REFUND/PE	\$18.00	
						Check Total:	\$29.00
7400025133	05/13/2021	1252	KELLY CABRERA	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$941.75	
7400025133	05/13/2021	1252	KELLY CABRERA	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$935.45	
						Check Total:	\$1,877.20

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

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Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount	
7400025134	05/13/2021	1252	KENAN ZVIZDICH	10.1.0000.000.00.1730.00	REFUND/PE SHIRT/LH	\$5.00	
7400025134	05/13/2021	1252	KENAN ZVIZDICH	10.1.0000.000.00.1730.00	REFUND/PE SHORTS/LH	\$6.00	
						Check Total:	\$11.00
7400025135	05/13/2021	1252	KRISTEN BRODIE	10.1.0000.000.00.1730.00	REFUND/PE	\$18.00	
						Check Total:	\$18.00
7400025136	05/13/2021	1252	KYONG LEE	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$580.50	
						Check Total:	\$580.50
NCB	05/21/2021	1272	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$125.00	
NCB	05/07/2021	1264	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$4,638.33	
NCB	05/21/2021	1272	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,162.50	
NCB	05/07/2021	1264	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,162.50	
NCB	05/07/2021	1264	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$125.00	
NCB	05/21/2021	1272	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$4,638.33	
NCB	05/11/2021	1255	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.02	TUBES & WASHERS	\$33.04	
NCB	05/11/2021	1255	LOWE'S HOME CENTERS, INC.	20.0.2540.404.00.0000.02	PLYWOOD	\$216.32	
NCB	05/11/2021	1255	LOWE'S HOME CENTERS, INC.	20.0.2540.404.00.0000.01	PLYWOOD	\$162.24	
						Check Total:	\$12,263.26
7400025137	05/13/2021	1252	M.C. GLASS	20.0.2540.400.00.0000.03	SCREEN WING CLIPS	\$591.98	
						Check Total:	\$591.98
7400025138	05/13/2021	1252	MARCELLO CHERCHI	10.1.0000.000.00.1730.00	REFUND/PE SHIRT	\$10.00	
7400025138	05/13/2021	1252	MARCELLO CHERCHI	10.1.0000.000.00.1730.00	REFUND/PE SHORTS	\$12.00	
						Check Total:	\$22.00
NCB	05/21/2021	1273	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,378.42	
NCB	05/21/2021	1273	MB FINANCIAL BANK_SD74 FLEX	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$25.00	
NCB	05/07/2021	1265	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,666.64	
NCB	05/07/2021	1265	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,378.42	
NCB	05/07/2021	1265	MB FINANCIAL BANK_SD74 FLEX	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$25.00	
NCB	05/21/2021	1273	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,666.64	

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount	
NCB	05/11/2021	1255	MENARDS	20.0.2540.400.00.0000.02	WASHERS & BOLTS	\$346.82	
						Check Total:	\$6,486.94
7400025139	05/13/2021	1252	MICHAEL G. DAVROS	10.0.1100.338.42.0000.03	OFFICIAL/4/29/21	\$55.00	
						Check Total:	\$55.00
7400025189	05/27/2021	1274	MIDWEST ENVIRONMENTAL CONSULTING SERV	20.0.2540.300.00.0000.00	Proposal for Six-Month Inspections per AHERA	\$400.00	
						Check Total:	\$400.00
NCB	05/11/2021	1255	MIDWEST HOSE AND FITTINGS	20.0.2540.404.00.0000.04	RUBBER WORK GLOVES	\$34.99	
						Check Total:	\$34.99
7400025190	05/27/2021	1274	MILKA SAJIC	20.0.2540.312.00.0000.00	MILEAGE REIMBURSEMENT	\$7.94	
						Check Total:	\$7.94
7400025140	05/13/2021	1252	MR & MRS AL MGHRAHI	10.1.0000.000.00.1610.00	REFUND/LUNCH	\$35.75	
						Check Total:	\$35.75
7400025191	05/27/2021	1274	MUTUAL OF OMAHA	10.3.0499.603.00.0000.00	INS/LTD	\$3,062.39	
						Check Total:	\$3,062.39
NCB	05/11/2021	1255	MyLOCKER	10.0.2630.300.00.0000.00	PULLOVER SWEATSHIRTS	\$71.30	
						Check Total:	\$71.30
7400025141	05/13/2021	1252	NADINE IBRAHIM	10.1.0000.000.00.1730.00	REFUND/PE SHIRT/LH	\$5.00	
7400025141	05/13/2021	1252	NADINE IBRAHIM	10.1.0000.000.00.1730.00	REFUND/PE SHORTS/LH	\$6.00	
7400025141	05/13/2021	1252	NADINE IBRAHIM	10.1.0000.000.00.1730.00	REFUND/PE SWEATPANTS	\$18.00	
						Check Total:	\$29.00
NCB	05/11/2021	1255	NCS PEARSON INC	10.0.1100.455.00.0000.00	DIAL -4 SPEEDDIAL KIT	\$741.30	
						Check Total:	\$741.30
7400025142	05/13/2021	1252	NILES TOWNSHIP DIST FOR SPECIAL EDUC 807	10.0.1100.335.00.0000.00	20-21 SALARY & BENEFITS/MP	\$14,869.94	
7400025142	05/13/2021	1252	NILES TOWNSHIP DIST FOR SPECIAL EDUC 807	10.0.4120.320.35.0000.00	PHYSICAL PLANT	\$14,428.00	
7400025142	05/13/2021	1252	NILES TOWNSHIP DIST FOR SPECIAL EDUC 807	10.0.4120.671.35.0000.00	INSTRUCTIONAL	\$780,155.00	
7400025142	05/13/2021	1252	NILES TOWNSHIP DIST FOR SPECIAL EDUC 807	10.0.4120.672.35.0000.00	MEMBERSHIP	\$78,100.00	
7400025142	05/13/2021	1252	NILES TOWNSHIP DIST FOR SPECIAL EDUC 807	10.0.4120.673.35.0000.00	PURCHASED SERVICES	\$76,772.00	
						Check Total:	\$964,324.94

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025143	05/13/2021	1252	NORTH SHORE TRANSIT	40.0.2550.331.35.0000.00	TRASPORTATION	\$37,181.54
Check Total:						\$37,181.54
7400025192	05/27/2021	1274	NORTH SHORE TRANSIT	40.0.2550.331.35.0000.00	TRANSPORTATION/MONTHL Y ROUTE COST/APRIL 2021	\$44,448.04
Check Total:						\$44,448.04
7400025098	05/07/2021	1260	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,257.41
7400025098	05/07/2021	1260	NORTH SUBURBAN TEACHERS' UNION	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$226.53
7400025098	05/07/2021	1260	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$5,686.78
Check Total:						\$7,170.72
7400025168	05/21/2021	1268	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$5,686.78
7400025168	05/21/2021	1268	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,285.02
7400025168	05/21/2021	1268	NORTH SUBURBAN TEACHERS' UNION	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$226.53
Check Total:						\$7,198.33
NCB	05/11/2021	1255	NOTHING BUNDT CAKE	10.0.2310.315.00.0000.00	SINGLE BUNDLLET/DOZEN BUNDTINIS/BOE MTG	\$41.78
Check Total:						\$41.78
7400025144	05/13/2021	1252	O'HARE MECHANICAL CONTRACTORS INC.	20.0.2540.320.00.0000.02	UNIDENTIFIED SMELL IN LRC AT RH	\$1,937.21
Check Total:						\$1,937.21
7400025145	05/13/2021	1252	OCONOMOWOC DEVELOPMENTAL TRAINING CTR	10.0.4120.670.35.0000.00	TUITION	\$5,008.97
7400025145	05/13/2021	1252	OCONOMOWOC DEVELOPMENTAL TRAINING CTR	10.0.4120.670.35.0000.00	RESIDENTIAL SERVICES	\$12,760.80
Check Total:						\$17,769.77
NCB	05/11/2021	1255	ORIENTAL TRADING CO. INC.	10.0.1100.449.00.0000.01	PRIZES & GAGDETS FOR PBIS/LEAP FROG POTATOE	\$942.29
Check Total:						\$942.29

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025193	05/27/2021	1274	OTIS ELEVATOR COMPANY	20.0.2540.320.00.0000.03	MAINTENANCE SERVICE/6/1/2021 TO	\$2,457.84
Check Total:						\$2,457.84
7400025146	05/13/2021	1252	PAR CODE SYMBOLOGY, INC.	10.0.1100.412.05.0000.00	1.0/2.0 w/0.25 SLIT LAMINATED KIMDURA SEQ.	\$200.00
Check Total:						\$200.00
7400025147	05/13/2021	1252	PETER WILLERT	10.0.1100.338.42.0000.03	VOLLEYBALL GAME ON	\$80.00
Check Total:						\$80.00
NCB	05/11/2021	1255	PRODIGIES	10.0.1100.316.05.0000.00	SUBSCRIPTION	\$12.99
NCB	05/11/2021	1255	PROVIDENCE ENGRAVING, LLC	10.0.2310.340.00.0000.00	PERSONALIZED DESK AND WALL NAME PLATES	\$169.07
Check Total:						\$182.06
7400025148	05/13/2021	1252	QUENCH USA INC.	10.0.2410.300.00.0000.01	QUENCH 730-U	\$82.30
Check Total:						\$82.30
7400025149	05/13/2021	1252	REALLY GOOD STUFF	10.0.1800.400.00.4909.00	Llama Llama rhyming hardcover	\$244.44
7400025149	05/13/2021	1252	REALLY GOOD STUFF	10.0.1800.400.00.4909.00	Searchlight Do You Dig Earth	\$170.82
7400025149	05/13/2021	1252	REALLY GOOD STUFF	10.0.1800.400.00.4909.00	Character Education	\$334.71
7400025149	05/13/2021	1252	REALLY GOOD STUFF	10.0.1800.400.00.4909.00	Pull Ahead Books	\$215.97
7400025149	05/13/2021	1252	REALLY GOOD STUFF	10.0.1800.400.00.4909.00	Easy Reader Bio Set	\$179.97
7400025149	05/13/2021	1252	REALLY GOOD STUFF	10.0.1800.400.00.4909.00	Community Helpers Career Book	\$247.02
7400025149	05/13/2021	1252	REALLY GOOD STUFF	10.0.1800.400.00.4909.00	Nature's Cycles	\$143.82
7400025149	05/13/2021	1252	REALLY GOOD STUFF	10.0.1800.400.00.4909.00	Around The World	\$146.85
7400025149	05/13/2021	1252	REALLY GOOD STUFF	10.0.1800.400.00.4909.00	I am in Control	\$83.67
7400025149	05/13/2021	1252	REALLY GOOD STUFF	10.0.1800.400.00.4909.00	EL SUPPLIES & MATERIALS TITLE III	\$73.47
Check Total:						\$1,840.74
NCB	05/11/2021	1255	SAM'S CLUB	10.0.2520.400.00.0000.00	COFFEE/PAPER GOODS/AIR FRESH	\$226.88

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	05/11/2021	1255	SAM'S CLUB	10.0.2560.410.00.0000.00	BOTTLED WATER	\$119.40
NCB	05/11/2021	1255	SAM'S CLUB	10.0.2560.410.00.0000.00	WATER	\$149.25
Check Total:						\$495.53
7400025194	05/27/2021	1274	SCHOLASTIC	10.0.1800.400.00.4909.00	Pinkalicious Reader Trio	\$17.00
7400025194	05/27/2021	1274	SCHOLASTIC	10.0.1800.400.00.4909.00	The Berenstain Bears Reader 6-pack	\$31.00
7400025194	05/27/2021	1274	SCHOLASTIC	10.0.1800.400.00.4909.00	\$-24.15 Pro-rated Adjustment Applied -	(\$8.55)
7400025194	05/27/2021	1274	SCHOLASTIC	10.0.1800.400.00.4909.00	\$-24.15 Pro-rated Adjustment Applied - The	(\$15.60)
7400025194	05/27/2021	1274	SCHOLASTIC	10.0.1800.400.00.4909.00	Kindness Counts 5-Pack	\$38.59
7400025194	05/27/2021	1274	SCHOLASTIC	10.0.1800.400.00.4909.00	How to Eat Pizza	\$7.72
7400025194	05/27/2021	1274	SCHOLASTIC	10.0.1800.400.00.4909.00	Splat the Cat 12-pack	\$60.63
7400025194	05/27/2021	1274	SCHOLASTIC	10.0.1800.400.00.4909.00	Hello, My Name is...Pack	\$38.59
7400025194	05/27/2021	1274	SCHOLASTIC	10.0.1800.400.00.4909.00	Confidence Pack	\$38.59
7400025194	05/27/2021	1274	SCHOLASTIC	10.0.1800.400.00.4909.00	Flat Stanley I Can Read! Pack	\$29.77
Check Total:						\$237.74
7400025150	05/13/2021	1252	SCHOLASTIC INC	10.0.1100.410.23.0000.03	JUNIOR SCHOLASTIC	\$145.42
Check Total:						\$145.42
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	ART SUPPLIES - TODD	\$19.58
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	ART SUPPLIES - TODD	\$14.20
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	ART SUPPLIES - TODD	\$34.48
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	ART SUPPLIES - TODD	\$102.83
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	ART SUPPLIES - TODD	\$78.60
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	ART SUPPLIES - TODD	\$93.10
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	ART SUPPLIES - TODD	\$30.90
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	ART SUPPLIES - TODD	\$11.02
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	ART SUPPLIES - TODD	\$68.99
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.411.00.0000.01	Rainbow Duo-Finish Kraft Paper Roll, 40 lb, 36 Inches	\$90.62

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.411.00.0000.01	Rainbow Duo-Finish Kraft Paper Roll, 40 lb, 36 Inches	\$107.26
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.411.00.0000.01	Rainbow Duo-Finish Kraft Paper Roll, 40 lb, 36 Inches	\$102.74
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.411.00.0000.01	Rainbow Duo-Finish Kraft Paper Roll, 40 lb, 36 Inches	\$77.14
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.2150.400.00.0000.01	Learning Resources Write and Wipe Pockets, Set of	\$14.14
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.410.24.0000.03	Royal Brush Clear Choice Classroom Brush Set,	\$136.27
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	Ticonderoga Original Pencils, No 2, Yellow, Pack	\$67.78
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	Crayola Washable Broad Line Markers Variety Pack, 3	\$49.98
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	Crayola Ultra-Clean Washable Markers, Broad	\$36.78
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	BIC Gelocity Retractable Roller Gel Pens, Medium	\$11.59
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	Post-it Sticky Notes Cabinet Pack, 3 x 3 Inches, Rio De	\$35.99
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	EXPO Low Odor Non-Toxic Dry Erase Marker, Chisel	\$51.57
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	School Smart Folder, Assorted Colors, 2 Pocket,	\$44.07
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	Edupress Sight Words in a Flash Word Walls, Grades 1	\$37.38
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	Crayola Crayons in Tuck Box, Standard Size, Set of	\$31.08
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	School Smart Beveled Block Erasers, Small, Pink, Pack of	\$41.97

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	School Smart Pencil Tip Wedge Cap Erasers, Pink,	\$35.97
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	3M Post-it Cape Town Color Collection Value Pack --	\$29.99
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	School Smart Metal Vinyl Coated Jumbo Paper Clip,	\$4.77
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	School Smart Vinyl Coated Paper Clip, 1-1/4 Inch,	\$2.38
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.0000.00	Scotch Heavy Duty Shipping Packaging Tape, 1.88 Inchs	\$9.29
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.2150.400.00.0000.01	VELCRO Brand Hook and Loop Sticky Back Tape Roll,	\$19.31
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.2150.400.00.0000.01	Trend Enterprises Fun Friends Scratch N Sniff	\$13.78
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.2150.400.00.0000.01	Trend Enterprises Animal Stars SuperShapes Stickers,	\$11.72
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.2150.400.00.0000.01	School Smart Hexagonal Pencils, No 2, Pack of	\$8.69
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.2150.400.00.0000.01	School Smart Paper Clip, Vinyl Coated, Standard,	\$9.38
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	Graduated Disposable Pipettes - 5 mL - 160 mm -	\$10.14
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	Learning Resources Squeeze Tweezers, Set of 6PLAY	\$49.64
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	Learning Resources Gator Grabber Tweezers, Assorted	\$24.82
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	School Smart Sentence Strips, 3 x 24 Inches, White,	\$12.82
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	School Smart Ruled Sentence Strips, 3 x 24	\$8.82

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	Crayola Construction Paper Shapes, 9 x 12 Inches,	\$9.24
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	EXPO Low Odor Dry Erase Marker Set, Chisel Tip,	\$13.20
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	Crayola Crayon Classroom Pack, 16 Assorted Colors,	\$96.58
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	3M Scotch Dispensing Moving Packaging Tape with	\$26.21
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	Jack Richeson Large Tempera Cakes Refill,	\$31.16
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	Jack Richeson Large Tempera Cakes Refill,	\$43.04
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	3M 201+ General Use Masking Tape, 1 Inch x 60	\$23.16
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.4909.00	Storex Classroom Storage Bin, 5-1/2 Gallon,	\$181.25
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.4909.00	Crabtree Publishing The Life Cycle SeriesBOOK - THE LIFE	\$358.92
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.4909.00	Teacher Created Materials Grade Leveled Library,	\$244.74
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1800.400.00.4909.00	Teacher Created Materials Common Core Set, Grade 2,	\$237.63
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.700.00.0000.01	18 in Stool	\$749.00
7400025151	05/13/2021	1252	SCHOOL SPECIALTY	10.0.1100.700.00.0000.01	Floor Protectors	\$113.15
Check Total:						\$3,768.86
7400025195	05/27/2021	1274	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	Cover-It Heavy Weight Blank Postcard, 4 x 6 Inches,	\$67.25
7400025195	05/27/2021	1274	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	School Smart Sidewalk Chalk with Tub, Assorted	\$34.20

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

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Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025195	05/27/2021	1274	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	Crayola Construction Paper Crayon Classpack, 16	\$36.98
7400025195	05/27/2021	1274	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	Tru-Ray Extra Large Construction Paper, 24 x 36	\$56.49
7400025195	05/27/2021	1274	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	School Smart Value Drawing Paper, 50 lb, 18 x 24	\$19.30
7400025195	05/27/2021	1274	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	ScotchBlue 2090 Original Multi-Use Painter's Tape,	\$96.58
7400025195	05/27/2021	1274	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	Sharpie Non-Washable Quick-Drying Waterproof	\$48.00
7400025195	05/27/2021	1274	SCHOOL SPECIALTY	10.0.1100.410.24.0000.01	ART SUPPLIES - TODD	\$39.30
Check Total:						\$398.10
7400025152	05/13/2021	1252	SHAZIA AKHTAR	10.1.0000.000.00.1610.00	REFUND LUNCH/FARZAAN & SHAAN	\$89.45
Check Total:						\$89.45
7400025153	05/13/2021	1252	SHEENA VARGHESE	10.1.0000.000.00.1730.00	REFUND/PE SHIRT	\$5.00
7400025153	05/13/2021	1252	SHEENA VARGHESE	10.1.0000.000.00.1730.00	REFUND/PE SHORTS	\$6.00
7400025153	05/13/2021	1252	SHEENA VARGHESE	10.1.0000.000.00.1730.00	REFUND/SWEATPANTS	\$18.00
Check Total:						\$29.00
NCB	05/11/2021	1255	SIGNARAMA SKOKIE	20.0.2540.404.00.0000.04	FIELD MARKING SIGNS	\$213.77
Check Total:						\$213.77
7400025196	05/27/2021	1274	SIMON UNIFORM	20.0.2540.490.00.0000.00	JAMES 988 PT20 Men's DuraKap Work Pants 3	\$170.50
7400025196	05/27/2021	1274	SIMON UNIFORM	20.0.2540.490.00.0000.00	HENRY 988 PT20 Men's DuraKap Work Pants 3	\$193.50
7400025196	05/27/2021	1274	SIMON UNIFORM	20.0.2540.490.00.0000.01	TOM 988 PT20 Men's DuraKap Work Pants 3	\$179.50
7400025196	05/27/2021	1274	SIMON UNIFORM	20.0.2540.490.00.0000.02	JARRETT 988 PT20 Men's DuraKap Work Pants 3	\$170.50
7400025196	05/27/2021	1274	SIMON UNIFORM	20.0.2540.490.00.0000.03	STEVE 988 PT20 Men's DuraKap Work Pants 3	\$179.50

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 05/01/2021 - 05/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025196	05/27/2021	1274	SIMON UNIFORM	20.0.2540.490.00.0000.04	JIM 988 PT20 Men's DuraKap Work Pants 3	\$179.50
Check Total:						\$1,073.00
NCB	05/11/2021	1255	SKEDDA PTY LTD	10.0.1100.470.05.0000.00	CART RESSERVATIONS	\$49.00
NCB	05/11/2021	1255	SKEDDA PTY LTD	10.0.1100.470.05.0000.00	DIST SOFTWARE/CERT RESERVATIONS	\$49.00
Check Total:						\$98.00
7400025197	05/27/2021	1274	SKOKIE SCHOOL DISTRICT 73.5	10.0.1100.335.00.0000.00	FRONTLINE ABSENCE &SUBSTITUTE	\$229.20
7400025197	05/27/2021	1274	SKOKIE SCHOOL DISTRICT 73.5	10.0.1100.335.00.0000.00	FRONTLINE ABSENCE & SUBSTITUTE	\$3,319.48
Check Total:						\$3,548.68
7400025154	05/13/2021	1252	SMITHEREEN COMPANY	20.0.2540.320.00.0000.04	TARGET PESTS	\$45.00
7400025154	05/13/2021	1252	SMITHEREEN COMPANY	20.0.2540.320.00.0000.02	REGULARLY SCHEDULED PC SERVICE	\$71.00
7400025154	05/13/2021	1252	SMITHEREEN COMPANY	20.0.2540.320.00.0000.03	REGULARLY SCHEDULED PC SERVICE	\$78.00
7400025154	05/13/2021	1252	SMITHEREEN COMPANY	20.0.2540.320.00.0000.01	TARGET PESTS	\$61.00
Check Total:						\$255.00
NCB	05/11/2021	1255	SPOTIFY	10.0.1100.410.26.0000.01	SPOTIFY PREMIUM/TH PE	\$9.99
Check Total:						\$9.99
7400025155	05/13/2021	1252	STACY PANOUTSOS	10.0.1200.300.00.0000.00	EXPENSE REIMBURSEMENT	\$1,152.21
Check Total:						\$1,152.21
7400025099	05/07/2021	1260	STATE DISBURSEMENT UNIT	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$395.00
Check Total:						\$395.00
7400025169	05/21/2021	1268	STATE DISBURSEMENT UNIT	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$395.00
Check Total:						\$395.00
7400025156	05/13/2021	1252	STATE INDUSTRIAL PRODUCTS	20.0.2540.400.00.0000.02	D-STROY COASTAL DREAMS	\$299.35
Check Total:						\$299.35
7400025157	05/13/2021	1252	STEVENS CHEMICAL COMPANY	20.0.2540.416.00.0000.03	Maxi Plus Microfiber Loop End, Large White	\$316.00
Check Total:						\$316.00

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

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Fiscal Year: 2020-2021

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Check Number	Date	Voucher	Payee	Account	Description	Amount	
7400025158	05/13/2021	1252	STREAMWOOD BEHAVIORAL HEALTHCARE SYSTEM	10.0.1200.300.00.0000.00	HOSPITAL TUTORING SERVICES	\$175.00	
						Check Total:	\$175.00
7400025198	05/27/2021	1274	STUDIO GC	60.0.2530.319.00.0000.00	RH 5TH GRADE & SMALL GROUP FURNITURE	\$648.38	
						Check Total:	\$648.38
NCB	05/11/2021	1255	TARGET	10.0.1100.449.00.0000.02	PBIS RAFFLE ITEMS/GIFT CARDS	\$50.00	
NCB	05/03/2021	1253	TEACHERS RETIREMENT SYSTEM	10.0.2310.211.00.0000.00	ADJ TO EARNINGS	\$4,758.90	
NCB	05/03/2021	1254	TEACHERS RETIREMENT SYSTEM	10.0.1100.801.00.0000.00	INS	\$19,428.98	
						Check Total:	\$24,237.88
7400025159	05/13/2021	1252	TEAM REIL INC.	20.0.2540.320.00.0000.02	Installation of Climber & Removal of Existing Slide-	\$4,735.00	
						Check Total:	\$4,735.00
7400025160	05/13/2021	1252	THE VILLAGE OF LINCOLNWOOD	20.0.2540.320.00.0000.03	ELEVATOR INSPECTION	\$75.00	
7400025160	05/13/2021	1252	THE VILLAGE OF LINCOLNWOOD	20.0.2540.320.00.0000.02	SEMI ANNUAL ELEVATOR INSPECTION/RH	\$75.00	
						Check Total:	\$150.00
7400025161	05/13/2021	1252	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$12.15	
7400025161	05/13/2021	1252	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$243.76	
7400025161	05/13/2021	1252	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$576.07	
						Check Total:	\$831.98
7400025199	05/27/2021	1274	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$344.46	
7400025199	05/27/2021	1274	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$774.86	
						Check Total:	\$1,119.32
NCB	05/11/2021	1255	TOTE BAG FACTORY.COM	10.0.1800.400.00.4909.00	TOTE BAGS	\$615.30	
						Check Total:	\$615.30
7400025162	05/13/2021	1252	TRAVIS DUPRIEST	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$476.25	

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

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Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

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Check Number	Date	Voucher	Payee	Account	Description	Amount
Check Total:						\$476.25
NCB	05/11/2021	1255	TREERING CORPORATION	10.0.2410.400.00.0000.02	YEARBOOKS	\$126.73
NCB	05/11/2021	1255	TREERING CORPORATION	10.0.2410.400.00.0000.03	SCHOOL YEARBOOK	\$115.45
NCB	05/11/2021	1255	TREERING CORPORATION	10.0.2410.400.00.0000.03	REFUND TAX	(\$10.75)
NCB	05/11/2021	1255	TREERING CORPORATION	10.0.1100.450.60.0000.01	YEAR BOOKS	\$74.25
Check Total:						\$305.68
7400025200	05/27/2021	1274	UNIQUE PRODUCTS & SERVICE CORP.	20.0.2540.542.00.0000.00	Minuteman, The X17 Series combines powered brush	\$2,998.00
Check Total:						\$2,998.00
NCB	05/07/2021	1264	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$812.50
NCB	05/07/2021	1264	VALIC	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$50.00
NCB	05/21/2021	1272	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,804.45
NCB	05/21/2021	1272	VALIC	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$50.00
NCB	05/21/2021	1272	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$812.50
NCB	05/07/2021	1264	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,804.45
Check Total:						\$5,333.90
7400025201	05/27/2021	1274	VANGUARD ENERGY SERVICES	20.0.2540.465.00.0000.00	NATURAL GAS	\$4,214.80
Check Total:						\$4,214.80
7400025163	05/13/2021	1252	VERITIV OPERATING COMPANY-1	10.0.1100.404.00.0000.01	One skid of white copy paper	\$1,560.00
7400025163	05/13/2021	1252	VERITIV OPERATING COMPANY-1	10.0.1100.404.00.0000.04	1/2 palett multi purpose paper white 20 lb	\$780.00
Check Total:						\$2,340.00
NCB	05/11/2021	1255	VERIZON	10.0.1100.310.05.0000.00	HOTSPOT DATA REFILL	\$195.00
Check Total:						\$195.00
7400025164	05/13/2021	1252	VICTOR SHAW	10.1.0000.000.00.1730.00	REFUND/PE SHIRT/LH	\$5.00
7400025164	05/13/2021	1252	VICTOR SHAW	10.1.0000.000.00.1730.00	REFUND/PE SHORTS/LH	\$6.00
7400025164	05/13/2021	1252	VICTOR SHAW	10.1.0000.000.00.1730.00	REFUND/SWEATPANTS/LH	\$18.00
Check Total:						\$29.00
NCB	05/11/2021	1255	WALMART	10.0.1100.400.19.0000.03	SUPPLIES/FOAM PLATES/STRAWS	\$83.20

## Lincolnwood School District 74

### Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

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Fiscal Year: 2020-2021

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Print Employee Vendor Names

Exclude Voided Checks

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	05/11/2021	1255	WALMART	10.0.1100.449.00.0000.02	PBIS RAFFLE ITEMS/NAIL KIT/GIFT BAGS	\$36.17
NCB	05/11/2021	1255	WALMART	10.0.1100.450.11.0000.01	ZIPLOC SANDWICH BAGS	\$55.68
Check Total:						\$175.05
7400025165	05/13/2021	1252	WAREHOUSE DIRECT	20.0.2540.416.00.0000.01	Microfiber Tube Wet Mops, Large, 5"Headband, Blue,	\$405.42
7400025165	05/13/2021	1252	WAREHOUSE DIRECT	20.0.2540.416.00.0000.01	Microfiber Loop-End Wet Mop Head, Green, Large	\$416.70
7400025165	05/13/2021	1252	WAREHOUSE DIRECT	20.0.2540.416.00.0000.01	Wypall Microfiber Cloths Reusable, 15 3/4x15 3/4	\$233.97
7400025165	05/13/2021	1252	WAREHOUSE DIRECT	20.0.2540.416.00.0000.01	Wypall Microfiber Cloths Reusable 15 3/4x15 3/4	\$218.97
Check Total:						\$1,275.06
7400025202	05/27/2021	1274	WAREHOUSE DIRECT	20.0.2540.416.00.0000.02	BRUSH, POLY, 17"	\$146.18
7400025202	05/27/2021	1274	WAREHOUSE DIRECT	20.0.2540.416.00.0000.02	BRUSH, POLY, 20"	\$168.89
7400025202	05/27/2021	1274	WAREHOUSE DIRECT	20.0.2540.416.00.0000.01	BUFFER	\$24.02
Check Total:						\$339.09
7400025166	05/13/2021	1252	WEST MUSIC COMPANY	10.0.1100.410.25.0000.01	mallets	\$102.54
7400025166	05/13/2021	1252	WEST MUSIC COMPANY	10.0.1100.410.25.0000.01	Finger cymbals	\$45.71
7400025166	05/13/2021	1252	WEST MUSIC COMPANY	10.0.1100.410.25.0000.01	Divider box	\$54.70
7400025166	05/13/2021	1252	WEST MUSIC COMPANY	10.0.1100.410.25.0000.01	Short dividers	\$23.63
7400025166	05/13/2021	1252	WEST MUSIC COMPANY	10.0.1100.410.25.0000.01	finger cymbals	\$65.32
Check Total:						\$291.90
7400025167	05/13/2021	1252	WHITT LAW LLC	10.0.2310.318.00.0000.00	GENERAL BUSINESS	\$11,592.00
Check Total:						\$11,592.00
NCB	05/11/2021	1255	WILSON LANGUAGE TRAINING CORP.	10.0.1200.400.00.0000.02	WRS STUDENT WORKBOOK	\$23.00
Check Total:						\$23.00
Bank Total:						\$1,775,196.78

## Lincolnwood School District 74

### Disbursement Detail Listing

**Bank Name:** COLE TAYLOR BANK - ACCOUNTS PAYABLE     
 **Date Range:** 05/01/2021 - 05/31/2021     
 **Sort By:** Vendor  
**Voucher Range:** -     
 **Dollar Limit:** \$0.00

**Fiscal Year:** 2020-2021

Print Employee Vendor Names     
  Exclude Voided Checks     
  Exclude Manual Checks     
  Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
<b>Voided Checks</b>						
7400025102	05/13/2021	1252	ANGELIKA SCHMIDT	VOID	20.3.0431.000.00.0000.00	VOID: WRONG VENDOR
						\$7.94
<b>Check Total:</b>						<b>\$7.94</b>
<b>Voided Checks Total:</b>						<b>\$7.94</b>

<u>Fund</u>	<u>Amount</u>
10	\$1,407,979.74
20	\$117,702.36
40	\$167,820.30
60	\$81,694.38
<b>Fund Totals:</b>	<b>\$1,775,196.78</b>

**End of Report**

**Disbursements Grand Total: \$1,775,196.78**