



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FINANCE COMMITTEE MEETING AGENDA
THURSDAY, MAY 20, 2021 AT **6:30 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*

*Agenda of the Finance Committee 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, May 20, 2021.*

IN-PERSON PARTICIPATION: It is expected that all members of the Finance Committee, plus several administrators, will be physically present at the Lincoln Hall Band Room (#108) located at 6855 North Crawford, Lincolnwood, IL. The May 20, 2021 Finance Committee meeting will be broadcast through ZOOM Video Conferencing for Public Audience to Visitors. Members of the public are encouraged to utilize the Zoom broadcast if possible. Zoom Tech Check at 6:15 p.m.

Join the meeting via ZOOM app (video and audio): Meeting ID: # 825 4387 3118
(Link: <https://sd74-org.zoom.us/j/82543873118>)

or

Join the meeting via phone (audio only): Step #1: Dial 1-312-626-6799; Step #2: Enter Meeting ID: # 825 4387 3118

1. CALL TO ORDER/ROLL CALL

FINANCE COMMITTEE MEMBERS

Kevin Daly (BOE), Chairman

Peter D. Theodore (BOE)

Jason Oleniczak, Community Member

ADMINISTRATORS/STAFF

Dr. Kimberly A. Nasshan, Superintendent of Schools

Dr. David L. Russo, Assistant Superintendent of Curriculum and Instruction

Courtney Whited, Business Manager/CSBO

2. AUDIENCE TO VISITORS

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **April 15, 2021**

Motion by member: _____ Seconded by: _____

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

a. Fund Balance Report - **March 2021**

5. OLD BUSINESS

6. NEW BUSINESS

a. INFORMATION/DISCUSSION/ACTION: Panorama Social-Emotional Learning: Platform License

b. INFORMATION/DISCUSSION/ACTION: Second Step Social-Emotional Learning (SEL) Curriculum 3-Year Subscription

c. INFORMATION/DISCUSSION/ACTION: ReadyGen Digital Courseware 3-Year Renewal

- d. INFORMATION/DISCUSSION/ACTION: AT&T Business Local Calling Plan for 2021-2022
- e. INFORMATION/DISCUSSION/ACTION: Renewal of Schoology Learning Management System for the 2021-2022 School Year
- f. INFORMATION/DISCUSSION/ACTION: Frontline Education Absence & Substitution Management School Year 2021-22 Renewal
- g. INFORMATION/DISCUSSION/ACTION: Resolution Authorizing the Transfer of Interest Income
- h. INFORMATION/DISCUSSION: FY21 Amended Budget Process
- i. INFORMATION/DISCUSSION: FY22 Preliminary Budget Assumptions

7. 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
FINANCE COMMITTEE MEETING MINUTES
THURSDAY, APRIL 15, 2021 AT **6:30 PM**

BOARD OF EDUCATION
Scott L. Anderson, *President*
Kevin Daly, *Vice President*
John P. Vranas, *Secretary*
Jeffrey S. Evens
Myra A. Fourtris
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 Finance Committee 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,
on Thursday, April 15, 2021.
with ZOOM Video Conferencing available on Thursday, April 15, 2021.*

1. CALL TO ORDER/ROLL CALL

Chairman Daly called the Finance Committee meeting to order at 6:33 p.m.

FINANCE COMMITTEE MEMBERS

Kevin Daly (BOE), Chairman
John P. Vranas (BOE)
Reuben George, Community Member
Lidia Kaihara, Community Member
Steven Pawlow, Community Member
Dr. Bharat K. Shah, Community Member

FINANCE COMMITTEE MEMBERS NOT PRESENT

Mike Bartholomew, Community Member
Steven Pawlow, Community Member

ADMINISTRATORS/STAFF

Dr. Kimberly A. Nasshan, Superintendent of Schools
Dr. David L. Russo, Assistant Superintendent of Curriculum and Instruction
Courtney Whited, Business Manager/CSBO (via Zoom)
Christopher Edman, Director of Technology

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **March 18, 2021**

A motion was made, seconded and passed to approve the minutes from the March 18, 2021 Finance Committee meeting.

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

a. Fund Balance Report - **FEBRUARY 2021**

Courtney Whited, Business Manager/CSBO, presented the February 2021 Fund Balance Report.

5. OLD BUSINESS

a. 2021-22 Technology Hardware Refresh Updates

Christopher Edman, Director of Technology, presented the Technology Refresh documents that guide the District in purchasing new equipment from year to year. Apple is coming out with new technology so the District is taking a cautious approach to ensure the new technologies will not cause issues integrating into our overall technology environment. The Technology Department will keep a close watch on the age of technology as some devices near the end of their life cycle.

The Director of Technology investigated several vendors who provide insurance for computer hardware and compared their services to AppleCare+. He presented figures for how often the repair service is used and looked into self-insuring. AppleCare+ provides efficient, accurate repair and is considered to be the best option for the District. Through the years, we have purchased different cases and covers, which have worked to help decrease the instances of damage. There will be a period of direct instruction on how to handle the iPad devices for 3rd and 4th graders at the beginning of the 2021-22 school year.

6. NEW BUSINESS

a. Educational Benefits Cooperative (EBC) Insurance Rates for 2021-22

Courtney Whited, Business Manager/CSBO, presented a monetary breakdown of the Educational Benefits Cooperative (EBC) Insurance Rates for 2021-22 with the District versus employee amounts reflecting the rate decreases for 2021-22.

b. Transportation Costs

Courtney Whited, Business Manager/CSBO, provided an estimate of the overall increase in price for transportation that First Student will request. The vendor is requesting a 2.85% increase on rates for 2021-22. The vendor is also seeking the ability to charge for transportation on up to three days when the District invokes an impromptu e-Learning day during the 2021-22 school year. As for the current year, the vendor requests 35% of revenues that would have been generated on AM/PM routes that were not run this year. First Student is seeking to keep half the funds received from the CARES Act in spring 2020. These points are informational and the District is awaiting an official proposal from the vendor. The Committee had questions about the vendor recouping CARES Act funds given the fact that the District paid 79% of transportation fees in the spring of 2020.

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

A motion was made, seconded and passed that the Finance Committee concurs to recommend to the Board of Education to accept the amendment as presented for GSF USA custodial services in the amount of \$435,640.39 to begin August 1, 2021 and end July 31, 2022.

7. ADJOURNMENT.

A motion was made, seconded and passed to adjourn the Finance Committee meeting. The Finance Committee meeting was adjourned at 6:55 p.m.

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

Kevin Daly, Chairman

John P. Vranas, Member

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)
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FUND BALANCE

Unreserved Fund Balance

Fund Balance (+)	\$20,882,078.13
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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	
REVENUE					
LOCAL SOURCES					
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%
Sub-total : LOCAL SOURCES	\$7,902,050.70	\$21,340,190.14	\$23,701,949.00	\$2,361,758.86	90.0%
STATE SOURCES					
State Grants & Aid Received (+)	\$105,718.00	\$1,201,950.63	\$1,550,000.00	\$348,049.37	77.5%
Sub-total : STATE SOURCES	\$105,718.00	\$1,201,950.63	\$1,550,000.00	\$348,049.37	77.5%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	\$322,965.80	\$724,782.42	\$784,764.00	\$59,981.58	92.4%
Sub-total : FEDERAL SOURCES	\$322,965.80	\$724,782.42	\$784,764.00	\$59,981.58	92.4%
Total : REVENUE	\$8,330,734.50	\$23,266,923.19	\$26,036,713.00	\$2,769,789.81	89.4%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
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%
Sub-total : REGULAR K-12 PROGRAMS	(\$715,103.97)	(\$5,857,478.53)	(\$9,716,950.43)	(\$3,859,471.90)	60.3%
PRE-K PROGRAMS					
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%
Sub-total : PRE-K PROGRAMS	(\$25,187.32)	(\$196,296.74)	(\$330,825.50)	(\$134,528.76)	59.3%
SPECIAL ED PROGRAMS K-12					
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%
REMEDIAL & SUPPLEMENTAL K-12					
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%
INTERSCHOLASTIC PROGRAMS					
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%
GIFTED PROGRAMS					
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%
BILINGUAL PROGRAMS					
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%
ATTENDANCE & SOCIAL WORK					
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%
HEALTH SERVICES					
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%
Sub-total : SUPERINTENDENT	(\$23,855.60)	(\$232,432.56)	(\$307,825.00)	(\$75,392.44)	75.5%
ADMIN SERVICES - SPECIAL ED					
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%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$14,127.90)	(\$138,152.59)	(\$188,395.00)	(\$50,242.41)	73.3%
WORKERS COMPENSATION INSURANCE					
Purchased Services (-)	\$0.00	(\$5,279.00)	\$90,000.00	\$95,279.00	-5.9%
Sub-total : WORKERS COMPENSATION INSURANCE	\$0.00	\$5,279.00	(\$90,000.00)	(\$95,279.00)	5.9%
LOSS PREVENTION REDUCTION					
Other Objects (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Sub-total : LOSS PREVENTION REDUCTION	\$0.00	\$0.00	(\$5,000.00)	(\$5,000.00)	0.0%
PROPERTY INSURANCE					
Purchased Services (-)	\$0.00	\$2,680.00	\$75,000.00	\$72,320.00	3.6%
Sub-total : PROPERTY INSURANCE	\$0.00	(\$2,680.00)	(\$75,000.00)	(\$72,320.00)	3.6%
PRINCIPAL					
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%
Sub-total : PRINCIPAL	(\$72,895.24)	(\$726,905.15)	(\$946,195.00)	(\$219,289.85)	76.8%
OPERATION OF BUSINESS SERVICES					
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%
Sub-total : OPERATION OF BUSINESS SERVICES	(\$16,176.63)	(\$160,402.41)	(\$209,938.00)	(\$49,535.59)	76.4%
FISCAL SERVICES					
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%
Sub-total : FISCAL SERVICES	(\$26,298.79)	(\$246,748.16)	(\$450,664.00)	(\$203,915.84)	54.8%
FACILITY ACQUISITION & CONSTRUCTION					
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%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	\$0.00	(\$800,737.80)	(\$833,721.00)	(\$32,983.20)	96.0%
OPERATION & MAINTENANCE OF PLANT					
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%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$177,572.36)	(\$2,472,880.90)	(\$3,248,609.00)	(\$775,728.10)	76.1%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$100,091.99	\$517,049.86	\$1,208,000.00	\$690,950.14	42.8%
Sub-total : PUPIL TRANSPORTATION	(\$100,091.99)	(\$517,049.86)	(\$1,208,000.00)	(\$690,950.14)	42.8%
FOOD SERVICES					
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%
Sub-total : FOOD SERVICES	(\$36,560.96)	(\$267,933.83)	(\$604,597.00)	(\$336,663.17)	44.3%
INTERNAL SERVICES					
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%
Sub-total : INTERNAL SERVICES	(\$286.01)	(\$21,078.85)	(\$22,000.00)	(\$921.15)	95.8%
INFORMATION SERVICES					
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%
Sub-total : INFORMATION SERVICES	(\$11,476.72)	(\$97,857.27)	(\$147,396.00)	(\$49,538.73)	66.4%
OTHER SUPPORT SERVICES - ADMIN					

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%
COMMUNITY SERVICES					
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : COMMUNITY SERVICES	\$0.00	\$0.00	(\$2,000.00)	(\$2,000.00)	0.0%
PAYMENTS TO OTHER LEAs					
Purchased Services (-)	\$0.00	\$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%
DEBT SERVICE - INTEREST					
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%
DEBT SERVICE - PRINCIPAL					
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%
DEBT SERVICE - OTHER					
Debt Service Fees (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : DEBT SERVICE - OTHER	\$0.00	\$0.00	(\$2,500.00)	(\$2,500.00)	0.0%
Total : EXPENDITURES	(\$1,682,754.08)	(\$17,968,070.80)	(\$28,371,309.00)	(\$10,403,238.20)	63.3%
NET INCREASE (DECREASE)	\$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
10 - EDUCATIONAL					
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

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)

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
5200 - INTEREST ON BONDS OUTSTANDING					
600 - OTHER OBJECTS	\$1,085,000.00	\$0.00	\$1,085,000.00	\$0.00	\$0.00
5400 - DEBT SERVICE LEASES					
600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
30 - DEBT SERVICE Total:	\$1,621,900.00	\$0.00	\$1,361,200.00	\$0.00	\$260,700.00

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

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)
51 - IMRF Total:	\$288,771.00	\$19,777.67	\$209,335.03	\$67,415.75	\$12,020.22

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
52 - SOCIAL SECURITY AND MEDICARE Total:	\$348,445.00	\$24,731.33	\$214,290.20	\$95,329.78	\$38,825.02

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

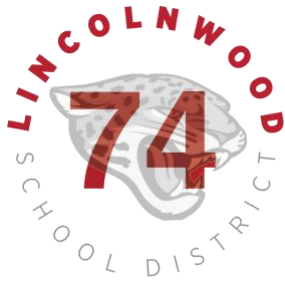
Account Mask: ??????????????????

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 Finance Committee Meeting

DATE: May 20, 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:

It is the Administrative recommendation that 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**

By: _____

Its: _____

Date: _____

PANORAMA EDUCATION, INC.

Gayle McGuire

By: _____

Contract
Its: Specialist _____

Date: 05 / 10 / 2021 _____

TITLE	Lincolnwood Amendment (final)
FILE NAME	Panorama_Lincolnw...final clean).docx
DOCUMENT ID	882e06732b376b61b22770d106a52205ba21d77e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● 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 th Floor
<i>City / State / Zip</i>	Lincolnwood, IL 60712	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	drusso@sd74.org	<i>Email</i>	tlohela@panoramaed.com
<i>Phone</i>	(847) 675-8234	<i>Phone</i>	617-631-9743

(1) Description of Services and (2) Fees

Description of Services	Fees	
<p>Panorama Social-Emotional Learning: Platform License Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> Social-emotional learning measures Includes access to Panorama Student Survey <p>Project Support Project support package includes:</p> <ul style="list-style-type: none"> Named single Panorama point of contact who provides proactive technical support and guidance on Panorama's best practices Unlimited email support from Panorama's product support team for school / district personnel and survey respondents (where applicable) Membership in the Panorama Community, including client-only training sessions and webinars, newsletters, etc. <p>Professional Development: Virtual 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 " <u>Agreement</u> ") consists of this Service Order (the " <u>SO</u> ") 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.

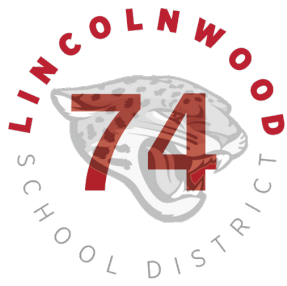
7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable 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 Finance Committee Meeting

DATE: May 20, 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:

It is the Administrative recommendation that 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: jruttkay@sd74.org	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.

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) 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



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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-48 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.

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, 49 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 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.

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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 and 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 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

Get Help

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- [Purchasing Options](#)
- [Shipping & Returns](#)
- [Copyright Permissions](#)
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Check out our free COVID-19 response resources at
secondstep.org/covid19support



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Purchase ▼

Help ▼

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 website, the www.cfchildren.org website, the www.mindyeti.com website, the www.earlyopenoften.org website, the 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 any⁵⁸ 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

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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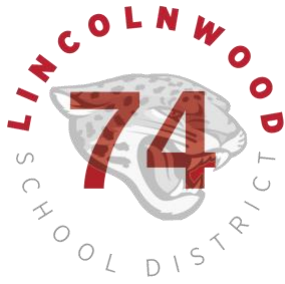
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Executive Summary Finance Committee Meeting

DATE: May 20, 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 timeframe, 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:

It is the Administrative recommendation that 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
Solution Subtotal	\$ 53,177.20	\$ 53,177.20
	Shipping & Handling	\$ 0.00
		Total \$ 53,177.20

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
ReadyGEN				
ReadyGEN ©2016 - Digital Courseware				
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
ReadyGEN ©2016 - Digital Courseware Subtotal				\$ 53,177.20
ReadyGEN Subtotal				\$ 53,177.20
Solution Subtotal				\$ 53,177.20
Shipping and Handling				\$ 0.00
Total				\$ 53,177.20

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.

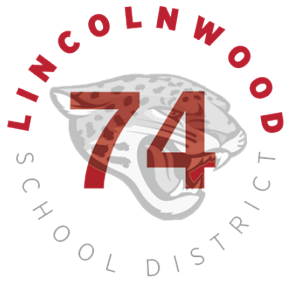
Return Policy: If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 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 Finance Committee Meeting

DATE: May 20, 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:

It is the Administrative recommendation that 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**

Customer	AT&T
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
Customer Contact (for Notices)	AT&T Contact (for Notices)
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: jt2125@att.com Sales/Branch Manager: Ryan Addison SCVP Name: Pamela Osborne Sales Strata: LED Sales Region: East With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: 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.

Customer (by its authorized representative)	AT&T (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

Business Package ("Service")	Service Providing Affiliate(s) and Service Publication(s), as applicable
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

2. TERM and EFFECTIVE DATES

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

State(s)	Line Option Packages	MRC Per BLC Line
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.	14

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
Main BTN: 847 329 7999 057		State of Main BTN: (ex: IL) IL
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)
AT&T Alabama	AT&T Alabama Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/al/product_line.htm
AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/ar/index.html
AT&T California	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	http://cpr.att.com/guidebook/ca/index.html http://cpr.att.com/guidebook/cf/index.html
AT&T Florida	AT&T Florida Guidebooks, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/fl/product_line.htm
AT&T Georgia	AT&T Georgia Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ga/product_line.htm
AT&T Illinois	AT&T Illinois Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/il/index.html
AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/in/index.html
AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/pdf/ks/index.html
AT&T Kentucky	AT&T Kentucky Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ky/product_line.htm
AT&T Louisiana	AT&T Louisiana Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/la/product_line.htm
AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mu/index.html
AT&T Mississippi	AT&T Mississippi Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ms/product_line.htm
AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.html
AT&T Nevada	AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8	http://cpr.att.com/guidebook/nv/index.html
AT&T North Carolina	AT&T North Carolina Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/nc/product_line.htm
AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
AT&T South Carolina	AT&T South Carolina Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/sc/product_line.htm
AT&T Tennessee	AT&T Tennessee Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/tn/product_line.htm
AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/wg/index.html

**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.)

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

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

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



Executive Summary Finance Committee Meeting

DATE: May 20, 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:

It is the Administrative recommendation that 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
Initial Term 1-JUL-2021 - 30-JUN-2022			
License and Subscription Fees			
Schoology LMS Subscription	1.00	Students	USD 4,282.95
License and Subscription Totals:			USD 4,282.95

Quote Total

Initial Term	1-JUL-2021 - 30-JUN-2022
Initial Term Total	USD 4,282.95

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

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 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 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.

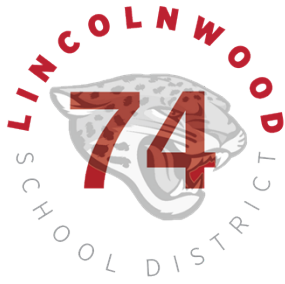
- 1.4 **Employee Records – Contracts Only License.** If Customer purchased “Unified Talent Contract Management Express,” Customer's use is limited to the use of the Contracts feature of *Unified Talent Employee Records* and its associated folder for each district employee. Unless Customer purchased “Unified 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 Finance Committee Meeting

DATE: May 20, 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:

It is the Administrative recommendation that 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

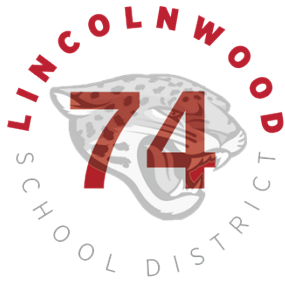
Description	Start Date	End Date	Qty	Rate	Amount
Absence & Substitute Management, unlimited usage for internal employees	7/01/2021	6/30/2022	1	\$3,965.19	\$3,965.19
Total					\$3,965.19

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.



Laura Hughes
Director, Client Retention and Renewals



Executive Summary Finance Committee Meeting

DATE: May 20, 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:

It is the Administrative recommendation that 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*.

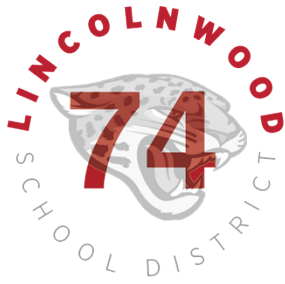
SECTION TWO: That the Treasurer of this School District is authorized and directed to permanently transfer accumulated interest in the amount of \$35,000.00 from the District's Educational Fund to the Tort Fund by June 30, 2021.

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.

President, Board of Education

Secretary, Board of Education



Executive Summary Finance Committee Meeting

DATE: May 20, 2021

TOPIC: FY21 Amended Budget Process

PREPARED BY: Kim Nasshan/Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The original FY21 Budget did not include the bond sale and subsequent payment obligation for the NTDSE - Molloy Education Center renovation. The District received the bond proceeds in FY21 and are recommending payment in FY21.

5/20 - Notice in paper (30 days prior to 6/24).

5/25 - Post the tentative amended budget in advance of the hearing.

6/24 - Adopt the amended budget at the second June BOE meeting.

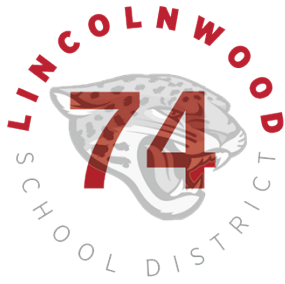
6/24 - Transfer Resolution at the second June meeting after the amended budget is adopted to make certain funds are in the right account. Make payment to Molloy.

Fiscal Impact:

\$0

Recommendation:

This is for informational purposes. The Administration requests direction from the Finance Committee to proceed with the steps necessary to formally amend the FY21 budget.



Executive Summary Finance Committee Meeting

DATE: May 20, 2021

TOPIC: FY22 Preliminary Budget Assumptions

PREPARED BY: Courtney Whited

Recommended for:

Action

X Discussion

X Information

Purpose/Background:

Annually, the Board of Education must approve the School District Budget. The Covid-19 pandemic has created some unique budgeting challenges. The Administration Team welcomes conversation with and guidance from the Finance Committee relative to FY22 budget assumptions.

Fiscal Impact:

A variety of preliminary figures are provided in the attached presentation.

The Tentative Budget will be presented at the June 10, 2021 Finance Committee meeting.

Recommendation:

This presentation is for informational purposes.

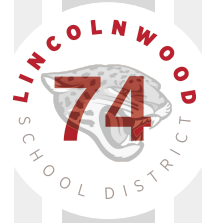


2021-22 Preliminary Budget Assumptions

Finance Committee Meeting

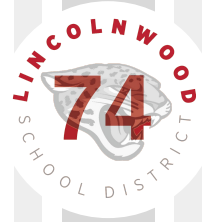
May 20, 2021

Fiscal Year 2022 Budget Timeline



Date	Activity	Location
May 20	Review assumptions to consider for Preliminary Budgeting	Finance Mtg
Jun 10	Present Tentative Budget for review and discussion	Finance Mtg
Jul 15	Present Tentative Budget, Request 30-day notice in newspaper	Finance Mtg
Jul 23	Upload the FY21 Tentative Budget on District's Website	Website
Jul 29	Publish 30-day notice of Budget Availability & Budget Public Hearing	Newspaper
Aug 5	Present the FY21 Tentative Budget	Board Mtg
Sep 2	Public Hearing & FY 21 Budget Adoption	Board Mtg
Sep 3	Upload Adopted FY21 Budget on District's Website	Website
Sep 3	File certified copy of Budget with Cook County Clerk (may file online)	Cook Clerk
Sep 3	Submit Budget electronically to ISBE	ISBE

Expenditures: Salaries



Positions

191 Existing Employees on FY21 Payroll
+3.0 FTE Paraprofessionals, +6.0 FTE Teachers, +1.0 FTE Nurse

Salary Schedule Class Changes due to Coursework

5 Teachers have the potential to level up Sep/Feb (\$25,000 max.)

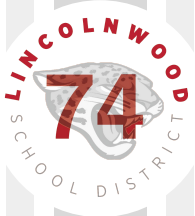
Longevity Stipend (from \$800/year to \$900/year)

28 Teachers will earn longevity (currently, 26 earn it)

Retirees

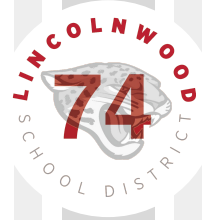
2 Teachers retire June 7, 2021 / 9 Teachers on track

Expenditures: Salaries Summary



	FY22 Estimate
Certified Salaries	\$12,754,000
Classified Salaries	\$2,392,000
Extra-Duty/Sub Pay	\$586,000
Total	\$15,732,000

Expenditures: Benefits- Med. & Dental Insurance



Medical Rates (70% paid by SD74)

HMO 2.9% decrease & PPO 2.1% decrease

Dental Rates (85% paid by SD74)

Dental 4.1% decrease

Life Insurance (100% paid by SD74)

Starts after 1 year of service per LTA/LSSU contracts

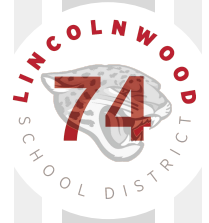
Retirees (100% paid by SD74)

1 new retiree starts TRS THIS plan in FY22

15 existing retirees on TRS THIS invoice (\$233,148 per year)

4 retirees age out at 65 years old during FY22

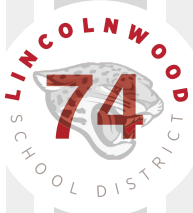
Expenditures: Med/Dental/Life Insurance



	Annual SD74 Cost	Employee Count
PPO Plans	\$1,461,282	94 + 2 Retirees
HMO Plans	\$588,438	58
Dental Plans	\$136,414	147 + 16 Retirees
Life Plans	\$23,172	157 + 16 Retirees
Vision Plans	\$6,070	10 + 2 Retirees
Flex Spending Acct. Fee	\$180	36
TRS THIS for Retirees	\$240,000	16 ---> 12 Retirees
Total *Pre-Open Enrollment	\$2,455,556	*38 EEs could enroll

15 Employees
 X
 \$10,000 Avg. Plan
 =====
 \$150,000
 Increase?

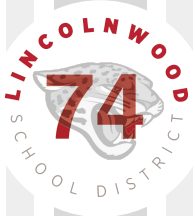
Expenditures: Benefits- Other



Employer Contribution Rates

	TRS (Same)	THIS (Increase)	TRS Fed (Decrease)	Medicare (Same)	IMRF (Decrease)	SS (Same)
FY22	0.58%	0.97%	10.31%	1.45%	12.2% 9.97%	6.2%
FY21	0.58%	0.92%	10.41%	1.45%	13.7% 12.2%	6.2%

Expenditures: Benefits- Other



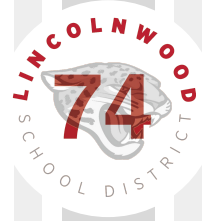
	Annual Cost to SD74
Long Term Disability	\$42,000
Tuition Reimbursements	\$70,000
TRS & THIS	\$298,000
IMRF	\$270,000
Medicare	\$228,000
Social Security	\$130,000
Estimated Total	\$1,038,000

Expenditures: Salary & Benefits Summary



	Annual Cost to SD74	Slide #
All Salaries	\$15,732,000	4
Health-Related Benefits	\$2,600,000	6
Other Benefits	\$1,038,000	8
Estimated Total	\$19,370,000	

Expenditures: Significant Annual Services/Supplies



- Special Education
- Transportation: Regular and Special Education
- Custodial Services
- Seasonal Landscaping
- Snow Removal
- Workers' Compensation
- Property Casualty Insurance
- TRS Federal Fees in Arrears
- Technology
- Energy/Utilities

Expenditures: Capital Projects

Todd Hall Grade 1-2 Playground

Rutledge Hall Grade 5/Specials Classroom Furniture

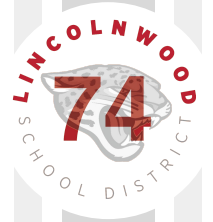
Rutledge Hall Stairwell Flooring

Drinking Fountain Preliminary work

Reconfigure Rutledge Hall Library for Additional Classrooms

Solar panels (Grant funds)

Architect's Fees



Expenditures: Health Life Safety Projects

Todd Hall Roofing Year 2 of 2

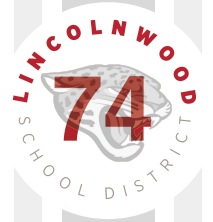
Todd Hall Fire Alarm System Update

Rutledge Hall Fire Alarm System Update

Todd Hall Interior/Exterior Doors

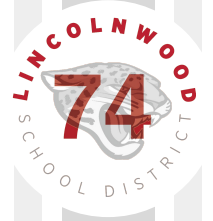
Rutledge Hall Interior Doors

Architect's Fees

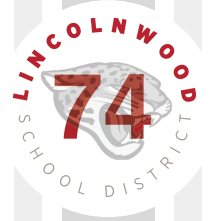


Expenditures: General Considerations

- The LTA contract contains new salary schedules and longevity pay amounts
- LSSU contract states 3.0% pay increases
- NTDSE's funding request for Molly Center renovations (Bond)
- Covid-19 costs: storage, PPE, cleaning solutions (Grant)
- Services: Food, Transportation, Custodial
- Technology (Grant)



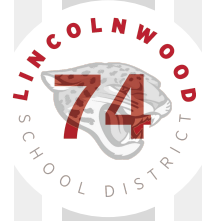
Revenue: Local Property Taxes



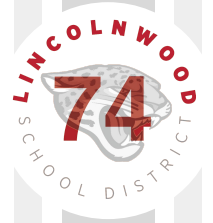
- FY21 Tax Collections as of April 30, 2021
\$22,613,438 budgeted - \$20,838,910 collected = \$1,774,528 expected
- FY21 Appeals as of April 30, 2021
Loss of \$727,040 budgeted - \$386,724 lost = \$340,316 not refunded
- August 2021 may also bring the potential for payment delays and a reduced collection rate
- Last day to appeal taxes in Niles Township occurs in October

Revenue: Covid Implications on Other Local

- Registration fee & tuition collections may be down due to unemployment and increases in free/reduced waivers
- Facility Rentals: NTDSE rents 3 classrooms, CCDC rents a section of Todd Hall, Pause on Auditorium/Gym gatherings
- Interest: Declining rates will affect revenues
- Corporate Personal Property Replacement Tax (CPPRT) decline



Revenue: IL State Sources



Evidenced-Based Funding

\$1,160,000 FY21

Transportation

Less student mileage on claims will mean less revenue

State Library Grant

\$850 could disappear

Revenue: Federal Sources

Title I Low Income

Title III LIP/LEP

IDEA Part B Flow through NTDSE

Special Milk Program

E-rate Reimbursements

ESSER II and III

FEMA- SD74 applied in FY21, no revenue thus far

