



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FINANCE COMMITTEE MEETING AGENDA
THURSDAY, SEPTEMBER 23, 2021 AT **6:30 PM**

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

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

*Agenda of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, to be held in the Marvin Garlich Administration Building
6950 N. East Prairie Road
Lincolnwood, Illinois 60712,
on Thursday, September 23, 2021.*

IN-PERSON PARTICIPATION: It is expected that all members of the Finance Committee, plus several administrators, will be physically present at the Marvin Garlich Administration Building located at 6950 N. East Prairie Road, Lincolnwood, IL. The public is welcome.

1. CALL TO ORDER/ROLL CALL

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair
Jason Oleniczak (BOE), Co-Chair
John P. Vranas (BOE)
Michael Bartholomew, Community Member
Reuben George, Community Member
Maja Kenjar, 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

2. AUDIENCE TO VISITORS

3. APPROVAL OF MINUTES

- a. Finance Committee Meeting Minutes - **AUGUST 19, 2021**

Motion by member: _____ Seconded by: _____

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

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

5. OLD BUSINESS

6. NEW BUSINESS

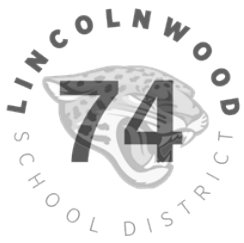
- a. INFORMATION/DISCUSSION/ACTION: Renewal of Securitas Electronic Security, Inc.'s Mitel MiVoice Office250 System and Support Plan
- b. INFORMATION/DISCUSSION/ACTION: MealViewer Services, LLC Software Systems Agreement for the 2021-22 School Year
- c. INFORMATION/DISCUSSION: 2021 Levy Draft

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, AUGUST 19, 2021 AT **6:30 PM**

BOARD OF EDUCATION
Kevin Daly, President
TBD, Vice President
John P. Vranas, Secretary
Myra A. Fourtris
Elaina Geraghty
Rupal Shah Mandal
Peter D. Theodore

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

*Minutes of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Marvin Garlich Administration Building
6950 N. East Prairie Road
Lincolnwood, Illinois 60712,
on Thursday, August 19, 2021.*

1. CALL TO ORDER/ROLL CALL

Co-Chairman Theodore called the Finance Committee meeting to order at 6:31 p.m.

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Co-Chair
John P. Vranas (BOE)
Maja Kenjar, Community Member
Jason Oleniczak, Community Member
Steven Pawlow, Community Member

FINANCE COMMITTEE MEMBERS NOT PRESENT

Kevin Daly (BOE), Co-Chair
Michael Bartholomew, Community Member
Reuben George, 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
Chris Edman, Director of Technology

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **JULY 22, 2021**

A motion was made, seconded and passed to approve the minutes from the July 22, 2021 Finance Committee meeting.

4. FUND BALANCE REPORT

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

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

5. OLD BUSINESS

a. Final Budget for Fiscal Year 2022

Courtney Whited, Business Manager/CSBO, presented the Final Budget for Fiscal Year 2022. She reviewed final revenue and expenditure projections for FY22.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the Fiscal Year 2022 Budget after the Public Hearing at the Board of Education meeting on September 2, 2021.

6. NEW BUSINESS

a. Administrator and Teacher Salary and Benefit Report Pursuant to PA 97-256

Courtney explained the requirement behind the Administrator and Teacher Salary and Benefit Report. This report will be posted on the District website after the September Board of Education meeting.

b. 2020-21 IMRF Salary and Benefits Report

Courtney explained the requirement behind the 2020-21 IMRF Salary and Benefits Report. This report will be posted on the District website after the September Board of Education meeting.

c. Subscription to Nearpod Inc. for the 2021-2022 School Year

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept this Agreement from Nearpod, Inc., for Grades 2 through 8, in the amount of \$8,100 from August 1, 2021 to July 31, 2022.

d. Frontline Education Applicant Tracking Subscription 2021-22 Renewal

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the renewal of Frontline Education's Applicant Tracking subscription in the amount of \$1,663.75 from October 20, 2021 to October 19, 2022.

7. ADJOURNMENT.

A motion was made, seconded and passed to adjourn the Finance Committee meeting.

The Finance Committee meeting was adjourned at 6:50 p.m.

The next Finance Committee meeting will be Thursday, September 23 , 2021 at 6:30 p.m. The public is welcome.

Kevin Daly, Chairman

Peter D. Theodore, Co-Chair

Lincolnwood School District 74

Fund Balances

Fiscal Year: 2021-2022

Month: July
 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	\$10,612,789.57	\$220,042.35	(\$505,640.45)	\$0.00	\$10,327,191.47
20	OPERATIONS & MAINTENANCE	\$3,073,579.94	\$8,892.30	(\$185,718.70)	\$0.00	\$2,896,753.54
30	DEBT SERVICE	\$920,382.10	\$1,150.96	\$0.00	\$0.00	\$921,533.06
40	TRANSPORTATION	\$1,201,985.01	\$153,277.87	(\$67,958.45)	\$0.00	\$1,287,304.43
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$377,752.43	\$16,465.38	(\$12,887.25)	\$0.00	\$381,330.56
52	SOCIAL SECURITY AND MEDICARE	(\$132,773.50)	\$0.00	(\$9,603.76)	\$0.00	(\$142,377.26)
60	CAPITAL PROJECTS	\$757,792.10	\$926.50	(\$194,174.33)	\$0.00	\$564,544.27
70	WORKING CASH	\$6,463,874.68	\$8,083.23	\$0.00	\$0.00	\$6,471,957.91
80	TORT IMMUNITY	\$17,743.76	\$22.19	\$0.00	\$0.00	\$17,765.95
90	FIRE PREVENTION & SAFETY	\$4,018,659.43	\$5,025.43	(\$674,472.95)	\$0.00	\$3,349,211.91
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$27,311,785.52	\$413,886.21	(\$1,650,455.89)	\$0.00	\$26,075,215.84

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 07/31/2021

Fiscal Year: 2021-2022

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$25,701,727.39
Imprest Fund (+)	\$15,075.84
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$25,716,903.23
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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		\$25,716,436.20
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LIABILITIES

ACCOUNTS PAYABLE

Accounts Payable (+)	\$70,731.58
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Sub-total : ACCOUNTS PAYABLE	\$70,731.58
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OTHER CURRENT LIABILITIES

Other Liabilities (+)	\$34,720.11
Payroll Liabilities (+)	(\$464,231.33)

Sub-total : OTHER CURRENT LIABILITIES	(\$429,511.22)
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Total : LIABILITIES		(\$358,779.64)
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FUND BALANCE

Unreserved Fund Balance

Fund Balance (+)	\$27,311,785.52
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Sub-total : Unreserved Fund Balance	\$27,311,785.52
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NET INCREASE (DECREASE)

NET INCREASE (DECREASE) (+)	(\$1,236,569.68)
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Sub-total : NET INCREASE (DECREASE)	(\$1,236,569.68)
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Total : FUND BALANCE		\$26,075,215.84
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Total LIABILITIES + FUND BALANCE		\$25,716,436.20
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End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2021 through 07/31/2021

Fiscal Year: 2021-2022

	07/01/2021 - 07/31/2021	Year To Date	Budget	Budget Balance	
REVENUE					
LOCAL SOURCES					
Property Tax Receipts (+)	\$0.00	\$0.00	\$24,471,128.00	\$24,471,128.00	0.0%
Payments in Lieu of Taxes (+)	\$159,929.93	\$159,929.93	\$620,000.00	\$460,070.07	25.8%
Tuition Payments Received (+)	\$2,775.00	\$2,775.00	\$176,000.00	\$173,225.00	1.6%
Interest Revenue Received (+)	\$33,892.77	\$33,892.77	\$196,005.00	\$162,112.23	17.3%
Sales to Pupils & Adults (+)	\$350.42	\$350.42	\$110,000.00	\$109,649.58	0.3%
Activity Fees Received (+)	\$9,325.50	\$9,325.50	\$89,900.00	\$80,574.50	10.4%
Rental Revenue (+)	\$10,794.50	\$10,794.50	\$90,000.00	\$79,205.50	12.0%
Other Local Revenue (+)	\$5,166.11	\$5,166.11	\$739,250.00	\$734,083.89	0.7%
Sub-total : LOCAL SOURCES	\$222,234.23	\$222,234.23	\$26,492,283.00	\$26,270,048.77	0.8%
STATE SOURCES					
State Grants & Aid Received (+)	\$108,750.36	\$108,750.36	\$1,522,880.00	\$1,414,129.64	7.1%
Sub-total : STATE SOURCES	\$108,750.36	\$108,750.36	\$1,522,880.00	\$1,414,129.64	7.1%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	\$82,901.62	\$82,901.62	\$1,538,458.00	\$1,455,556.38	5.4%
Sub-total : FEDERAL SOURCES	\$82,901.62	\$82,901.62	\$1,538,458.00	\$1,455,556.38	5.4%
Total : REVENUE	\$413,886.21	\$413,886.21	\$29,553,621.00	\$29,139,734.79	1.4%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
Salaries (-)	\$1,294.54	\$1,294.54	\$7,769,901.00	\$7,768,606.46	0.0%
Employee Benefits (-)	\$3,578.17	\$3,578.17	\$1,310,601.00	\$1,307,022.83	0.3%
Purchased Services (-)	\$30,543.39	\$30,543.39	\$241,500.00	\$210,956.61	12.6%
Termination Benefits (-)	\$17,523.47	\$17,523.47	\$405,933.00	\$388,409.53	4.3%
Supplies & Materials (-)	\$19,615.79	\$19,615.79	\$650,345.00	\$630,729.21	3.0%
Capital Expenditures (-)	\$48,439.58	\$48,439.58	\$192,500.00	\$144,060.42	25.2%
Other Objects (-)	\$0.00	\$0.00	\$1,200.00	\$1,200.00	0.0%
Non-Capitalized Equipment (-)	\$33,125.00	\$33,125.00	\$97,000.00	\$63,875.00	34.1%
Sub-total : REGULAR K-12 PROGRAMS	(\$154,119.94)	(\$154,119.94)	(\$10,668,980.00)	(\$10,514,860.06)	1.4%
PRE-K PROGRAMS					
Salaries (-)	\$0.00	\$0.00	\$218,560.00	\$218,560.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$78,095.00	\$78,095.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$3,800.00	\$3,800.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : PRE-K PROGRAMS	\$0.00	\$0.00	(\$301,455.00)	(\$301,455.00)	0.0%
SPECIAL ED PROGRAMS K-12					
Salaries (-)	\$0.00	\$0.00	\$1,276,974.00	\$1,276,974.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$384,510.00	\$384,510.00	0.0%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$4,200.00	\$4,200.00	0.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$8,000.00	\$8,000.00	0.0%
Other Objects (-)	\$180.00	\$180.00	\$300.00	\$120.00	60.0%
Non-Capital Equipment (-)	\$0.00	\$0.00	\$3,000.00	\$3,000.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2021 through 07/31/2021

Fiscal Year: 2021-2022

	07/01/2021 - 07/31/2021	Year To Date	Budget	Budget Balance	
Sub-total : SPECIAL ED PROGRAMS K-12	(\$180.00)	(\$180.00)	(\$1,677,484.00)	(\$1,677,304.00)	0.0%
REMEDIAL & SUPPLEMENTAL K-12					
Salaries (-)	\$0.00	\$0.00	\$569,777.00	\$569,777.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$89,918.00	\$89,918.00	0.0%
Purchased Services (-)	\$34,956.56	\$34,956.56	\$45,303.00	\$10,346.44	77.2%
Supplies & Materials (-)	\$0.00	\$0.00	\$13,900.00	\$13,900.00	0.0%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$34,956.56)	(\$34,956.56)	(\$718,898.00)	(\$683,941.44)	4.9%
INTERSCHOLASTIC PROGRAMS					
Salaries (-)	\$0.00	\$0.00	\$90,000.00	\$90,000.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$4,275.00	\$4,275.00	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	\$0.00	\$3,700.00	\$3,700.00	0.0%
Sub-total : INTERSCHOLASTIC PROGRAMS	\$0.00	\$0.00	(\$100,475.00)	(\$100,475.00)	0.0%
SUMMER SCHOOL PROGRAMS					
Salaries (-)	\$27,878.62	\$27,878.62	\$41,819.00	\$13,940.38	66.7%
Employee Benefits (-)	\$1,330.24	\$1,330.24	\$1,629.00	\$298.76	81.7%
Supplies & Materials (-)	\$220.86	\$220.86	\$4,500.00	\$4,279.14	4.9%
Sub-total : SUMMER SCHOOL PROGRAMS	(\$29,429.72)	(\$29,429.72)	(\$47,948.00)	(\$18,518.28)	61.4%
GIFTED PROGRAMS					
Salaries (-)	\$0.00	\$0.00	\$314,460.00	\$314,460.00	0.0%
Employee Benefits (-)	(\$1,345.06)	(\$1,345.06)	\$69,167.00	\$70,512.06	-1.9%
Supplies & Materials (-)	\$0.00	\$0.00	\$3,500.00	\$3,500.00	0.0%
Sub-total : GIFTED PROGRAMS	\$1,345.06	\$1,345.06	(\$387,127.00)	(\$388,472.06)	0.3%
BILINGUAL PROGRAMS					
Salaries (-)	\$0.00	\$0.00	\$670,884.00	\$670,884.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$97,510.00	\$97,510.00	0.0%
Purchased Services (-)	\$0.00	\$0.00	\$1,950.00	\$1,950.00	0.0%
Supplies & Materials (-)	\$928.95	\$928.95	\$18,600.00	\$17,671.05	5.0%
Sub-total : BILINGUAL PROGRAMS	(\$928.95)	(\$928.95)	(\$788,944.00)	(\$788,015.05)	0.1%
ATTENDANCE & SOCIAL WORK					
Salaries (-)	\$0.00	\$0.00	\$392,546.00	\$392,546.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$30,737.00	\$30,737.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,400.00	\$1,400.00	0.0%
Sub-total : ATTENDANCE & SOCIAL WORK	\$0.00	\$0.00	(\$424,683.00)	(\$424,683.00)	0.0%
HEALTH SERVICES					
Salaries (-)	\$1,508.76	\$1,508.76	\$191,053.00	\$189,544.24	0.8%
Employee Benefits (-)	\$132.21	\$132.21	\$80,959.00	\$80,826.79	0.2%
Purchased Services (-)	\$207.00	\$207.00	\$1,500.00	\$1,293.00	13.8%
Supplies & Materials (-)	\$169.99	\$169.99	\$20,940.00	\$20,770.01	0.8%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2021 through 07/31/2021

Fiscal Year: 2021-2022

	<u>07/01/2021 - 07/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Capital Expenditures (-)	\$0.00	\$0.00	\$2,250.00	\$2,250.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Non-Capital Equipment (-)	\$0.00	\$0.00	\$1,600.00	\$1,600.00	0.0%
Sub-total : HEALTH SERVICES	(\$2,017.96)	(\$2,017.96)	(\$299,052.00)	(\$297,034.04)	0.7%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$0.00	\$0.00	\$156,500.00	\$156,500.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$37,141.00	\$37,141.00	0.0%
Purchased Services (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$800.00	\$800.00	0.0%
Sub-total : PSYCHOLOGICAL SERVICES	\$0.00	\$0.00	(\$196,941.00)	(\$196,941.00)	0.0%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$0.00	\$0.00	\$281,336.00	\$281,336.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$36,939.00	\$36,939.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$900.00	\$900.00	0.0%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	\$0.00	\$0.00	(\$319,175.00)	(\$319,175.00)	0.0%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$0.00	\$0.00	\$125,979.00	\$125,979.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$10,491.00	\$10,491.00	0.0%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	\$0.00	\$0.00	(\$136,470.00)	(\$136,470.00)	0.0%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$21,543.95	\$21,543.95	\$432,388.00	\$410,844.05	5.0%
Employee Benefits (-)	\$4,173.88	\$4,173.88	\$61,532.00	\$57,358.12	6.8%
Purchased Services (-)	\$5,724.00	\$5,724.00	\$63,793.00	\$58,069.00	9.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$3,500.00	\$3,500.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$1,800.00	\$1,800.00	0.0%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$31,441.83)	(\$31,441.83)	(\$563,013.00)	(\$531,571.17)	5.6%
EDUCATIONAL MEDIA					
Salaries (-)	\$0.00	\$0.00	\$263,415.00	\$263,415.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$30,787.00	\$30,787.00	0.0%
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$9,800.00	\$9,800.00	0.0%
Sub-total : EDUCATIONAL MEDIA	\$0.00	\$0.00	(\$305,002.00)	(\$305,002.00)	0.0%
ASSESSMENT & TESTING					
Purchased Services (-)	\$14,525.00	\$14,525.00	\$14,525.00	\$0.00	100.0%
Sub-total : ASSESSMENT & TESTING	(\$14,525.00)	(\$14,525.00)	(\$14,525.00)	\$0.00	100.0%
ADMIN SERVICES - BOARD OF ED					
Employee Benefits (-)	\$4,785.90	\$4,785.90	\$70,000.00	\$65,214.10	6.8%
Purchased Services (-)	\$11,803.84	\$11,803.84	\$218,900.00	\$207,096.16	5.4%
Supplies & Materials (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$15,000.00	\$15,000.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2021 through 07/31/2021

Fiscal Year: 2021-2022

	<u>07/01/2021 - 07/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : ADMIN SERVICES - BOARD OF ED	(\$16,589.74)	(\$16,589.74)	(\$306,900.00)	(\$290,310.26)	5.4%
SUPERINTENDENT					
Salaries (-)	\$20,762.88	\$20,762.88	\$269,918.00	\$249,155.12	7.7%
Employee Benefits (-)	\$2,809.32	\$2,809.32	\$35,850.00	\$33,040.68	7.8%
Purchased Services (-)	\$0.00	\$0.00	\$3,900.00	\$3,900.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Other Objects (-)	\$345.00	\$345.00	\$2,500.00	\$2,155.00	13.8%
Non-Capitalized Equipment (-)	\$129.00	\$129.00	\$500.00	\$371.00	25.8%
Sub-total : SUPERINTENDENT	(\$24,046.20)	(\$24,046.20)	(\$315,168.00)	(\$291,121.80)	7.6%
ADMIN SERVICES - SPECIAL ED					
Salaries (-)	\$10,919.98	\$10,919.98	\$141,962.00	\$131,042.02	7.7%
Employee Benefits (-)	\$3,445.40	\$3,445.40	\$42,403.00	\$38,957.60	8.1%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$14,365.38)	(\$14,365.38)	(\$184,365.00)	(\$169,999.62)	7.8%
WORKERS COMPENSATION INSURANCE					
Purchased Services (-)	\$0.00	\$0.00	\$94,000.00	\$94,000.00	0.0%
Sub-total : WORKERS COMPENSATION INSURANCE	\$0.00	\$0.00	(\$94,000.00)	(\$94,000.00)	0.0%
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	\$0.00	\$100,000.00	\$100,000.00	0.0%
Sub-total : PROPERTY INSURANCE	\$0.00	\$0.00	(\$100,000.00)	(\$100,000.00)	0.0%
PRINCIPAL					
Salaries (-)	\$50,979.06	\$50,979.06	\$689,545.00	\$638,565.94	7.4%
Employee Benefits (-)	\$15,424.34	\$15,424.34	\$201,846.00	\$186,421.66	7.6%
Purchased Services (-)	\$480.30	\$480.30	\$5,100.00	\$4,619.70	9.4%
Supplies & Materials (-)	\$0.00	\$0.00	\$4,200.00	\$4,200.00	0.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$2,400.00	\$2,400.00	0.0%
Sub-total : PRINCIPAL	(\$66,883.70)	(\$66,883.70)	(\$904,591.00)	(\$837,707.30)	7.4%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	\$14,074.40	\$14,074.40	\$182,968.00	\$168,893.60	7.7%
Employee Benefits (-)	\$2,487.99	\$2,487.99	\$31,165.00	\$28,677.01	8.0%
Other Objects (-)	\$0.00	\$0.00	\$1,400.00	\$1,400.00	0.0%
Non-Capitalizer Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : OPERATION OF BUSINESS SERVICES	(\$16,562.39)	(\$16,562.39)	(\$216,033.00)	(\$199,470.61)	7.7%
FISCAL SERVICES					

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2021 through 07/31/2021

Fiscal Year: 2021-2022

	<u>07/01/2021 - 07/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$16,565.00	\$16,565.00	\$220,030.00	\$203,465.00	7.5%
Employee Benefits (-)	\$6,403.50	\$6,403.50	\$90,879.00	\$84,475.50	7.0%
Purchased Services (-)	\$403.74	\$403.74	\$105,500.00	\$105,096.26	0.4%
Supplies & Materials (-)	\$691.01	\$691.01	\$5,000.00	\$4,308.99	13.8%
Other Objects (-)	\$1,422.23	\$1,422.23	\$20,000.00	\$18,577.77	7.1%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : FISCAL SERVICES	(\$25,485.48)	(\$25,485.48)	(\$442,409.00)	(\$416,923.52)	5.8%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	\$27,148.05	\$27,148.05	\$174,686.00	\$147,537.95	15.5%
Capital Expenditures (-)	\$173,955.42	\$173,955.42	\$1,165,358.00	\$991,402.58	14.9%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$201,103.47)	(\$201,103.47)	(\$1,340,044.00)	(\$1,138,940.53)	15.0%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	\$36,929.92	\$36,929.92	\$509,517.00	\$472,587.08	7.2%
Employee Benefits (-)	\$13,210.66	\$13,210.66	\$167,722.00	\$154,511.34	7.9%
Purchased Services (-)	\$109,906.92	\$109,906.92	\$957,675.00	\$847,768.08	11.5%
Supplies & Materials (-)	\$31,345.74	\$31,345.74	\$498,650.00	\$467,304.26	6.3%
Capital Expenditures (-)	\$669,062.98	\$669,062.98	\$2,391,023.00	\$1,721,960.02	28.0%
Other Objects (-)	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$18,000.00	\$18,000.00	0.0%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$860,456.22)	(\$860,456.22)	(\$4,544,337.00)	(\$3,683,880.78)	18.9%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$67,958.45	\$67,958.45	\$1,285,000.00	\$1,217,041.55	5.3%
Sub-total : PUPIL TRANSPORTATION	(\$67,958.45)	(\$67,958.45)	(\$1,285,000.00)	(\$1,217,041.55)	5.3%
FOOD SERVICES					
Salaries (-)	\$4,587.18	\$4,587.18	\$235,394.00	\$230,806.82	1.9%
Employee Benefits (-)	\$1,393.74	\$1,393.74	\$101,367.00	\$99,973.26	1.4%
Purchased Services (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Supplies & Materials (-)	\$179.10	\$179.10	\$272,500.00	\$272,320.90	0.1%
Capital Expenditures (-)	\$0.00	\$0.00	\$8,000.00	\$8,000.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,500.00	\$4,500.00	0.0%
Sub-total : FOOD SERVICES	(\$6,160.02)	(\$6,160.02)	(\$624,761.00)	(\$618,600.98)	1.0%
INTERNAL SERVICES					
Purchased Services (-)	\$7,428.98	\$7,428.98	\$30,600.00	\$23,171.02	24.3%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Sub-total : INTERNAL SERVICES	(\$7,428.98)	(\$7,428.98)	(\$32,100.00)	(\$24,671.02)	23.1%
INFORMATION SERVICES					
Salaries (-)	\$7,249.30	\$7,249.30	\$94,241.00	\$86,991.70	7.7%
Employee Benefits (-)	\$2,163.36	\$2,163.36	\$26,149.00	\$23,985.64	8.3%
Purchased Services (-)	\$8,242.73	\$8,242.73	\$37,000.00	\$28,757.27	22.3%
Supplies & Materials (-)	\$150.49	\$150.49	\$6,000.00	\$5,849.51	2.5%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 07/01/2021 through 07/31/2021

Fiscal Year: 2021-2022

	<u>07/01/2021 - 07/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Other Objects (-)	\$285.00	\$285.00	\$1,500.00	\$1,215.00	19.0%
Sub-total : INFORMATION SERVICES	(\$18,090.88)	(\$18,090.88)	(\$164,890.00)	(\$146,799.12)	11.0%
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$30,568.68	\$30,568.68	\$457,319.00	\$426,750.32	6.7%
Employee Benefits (-)	\$10,399.78	\$10,399.78	\$151,650.00	\$141,250.22	6.9%
Purchased Services (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : OTHER SUPPORT SERVICES - ADMIN	(\$40,968.46)	(\$40,968.46)	(\$610,969.00)	(\$570,000.54)	6.7%
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	\$0.00	\$44,500.00	\$44,500.00	0.0%
Other Objects (-)	\$18,101.62	\$18,101.62	\$2,473,000.00	\$2,454,898.38	0.7%
Sub-total : PAYMENTS TO OTHER LEAs	(\$18,101.62)	(\$18,101.62)	(\$2,517,500.00)	(\$2,499,398.38)	0.7%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	\$0.00	\$0.00	\$698,548.00	\$698,548.00	0.0%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	\$0.00	(\$698,548.00)	(\$698,548.00)	0.0%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$0.00	\$1,120,000.00	\$1,120,000.00	0.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	\$0.00	(\$1,120,000.00)	(\$1,120,000.00)	0.0%
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	(\$1,650,455.89)	(\$1,650,455.89)	(\$32,461,287.00)	(\$30,810,831.11)	5.1%
NET INCREASE (DECREASE)	(\$1,236,569.68)	(\$1,236,569.68)	(\$2,907,666.00)	(\$1,671,096.32)	42.5%

End of Report

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
10 - EDUCATIONAL					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
100 - SALARIES	\$7,769,901.00	\$1,294.54	\$1,294.54	\$7,017,848.31	\$750,758.15
200 - EMPLOYEE BENEFITS	\$1,188,398.00	\$3,436.91	\$3,436.91	\$0.00	\$1,184,961.09
300 - PURCHASED SERVICES	\$241,500.00	\$30,543.39	\$30,543.39	\$1,971.60	\$208,985.01
400 - SUPPLIES & MATERIALS	\$650,345.00	\$19,615.79	\$19,615.79	\$176,390.32	\$454,338.89
500 - CAPITAL OUTLAY	\$192,500.00	\$48,439.58	\$48,439.58	\$25,674.08	\$118,386.34
600 - OTHER OBJECTS	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
700 - NON-CAPITAL EQUIPMENT	\$97,000.00	\$33,125.00	\$33,125.00	\$1,064.89	\$62,810.11
800 - TERMINATION/VACATION PAYMENTS	\$405,933.00	\$17,523.47	\$17,523.47	\$99,932.43	\$288,477.10
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$218,560.00	\$0.00	\$0.00	\$218,248.95	\$311.05
200 - EMPLOYEE BENEFITS	\$66,354.00	\$0.00	\$0.00	\$0.00	\$66,354.00
400 - SUPPLIES & MATERIALS	\$3,800.00	\$0.00	\$0.00	\$19.30	\$3,780.70
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
1200 - SPECIAL ED PROGRAMS K-12					
100 - SALARIES	\$1,276,974.00	\$0.00	\$0.00	\$1,128,862.65	\$148,111.35
200 - EMPLOYEE BENEFITS	\$295,770.00	\$0.00	\$0.00	\$0.00	\$295,770.00
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
400 - SUPPLIES & MATERIALS	\$4,200.00	\$0.00	\$0.00	\$0.00	\$4,200.00
500 - CAPITAL OUTLAY	\$8,000.00	\$0.00	\$0.00	\$3,970.25	\$4,029.75
600 - OTHER OBJECTS	\$300.00	\$180.00	\$180.00	\$0.00	\$120.00
700 - NON-CAPITAL EQUIPMENT	\$3,000.00	\$0.00	\$0.00	\$2,173.60	\$826.40
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$569,777.00	\$0.00	\$0.00	\$569,777.00	\$0.00
200 - EMPLOYEE BENEFITS	\$81,656.00	\$0.00	\$0.00	\$0.00	\$81,656.00
300 - PURCHASED SERVICES	\$45,303.00	\$34,956.56	\$34,956.56	\$720.00	\$9,626.44
400 - SUPPLIES & MATERIALS	\$13,900.00	\$0.00	\$0.00	\$7,258.65	\$6,641.35
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$90,000.00	\$0.00	\$0.00	\$0.00	\$90,000.00
200 - EMPLOYEE BENEFITS	\$1,240.00	\$0.00	\$0.00	\$0.00	\$1,240.00
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
500 - CAPITAL OUTLAY	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
600 - OTHER OBJECTS	\$3,700.00	\$0.00	\$0.00	\$0.00	\$3,700.00
1600 - SUMMER SCHOOL PROGRAMS					
100 - SALARIES	\$41,819.00	\$27,878.62	\$27,878.62	\$13,939.38	\$1.00
200 - EMPLOYEE BENEFITS	\$1,022.00	\$572.28	\$572.28	\$267.28	\$182.44
400 - SUPPLIES & MATERIALS	\$4,500.00	\$220.86	\$220.86	\$0.00	\$4,279.14
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$314,460.00	\$0.00	\$0.00	\$184,460.00	\$130,000.00
200 - EMPLOYEE BENEFITS	\$64,606.00	(\$1,345.06)	(\$1,345.06)	\$0.00	\$65,951.06
400 - SUPPLIES & MATERIALS	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$670,884.00	\$0.00	\$0.00	\$652,384.00	\$18,500.00
200 - EMPLOYEE BENEFITS	\$87,803.00	\$0.00	\$0.00	\$0.00	\$87,803.00
300 - PURCHASED SERVICES	\$1,950.00	\$0.00	\$0.00	\$0.00	\$1,950.00
400 - SUPPLIES & MATERIALS	\$18,600.00	\$928.95	\$928.95	\$0.00	\$17,671.05
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$392,546.00	\$0.00	\$0.00	\$392,546.00	\$0.00
200 - EMPLOYEE BENEFITS	\$25,044.00	\$0.00	\$0.00	\$0.00	\$25,044.00
400 - SUPPLIES & MATERIALS	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00
2130 - HEALTH SERVICES					
100 - SALARIES	\$191,053.00	\$1,508.76	\$1,508.76	\$139,772.67	\$49,771.57
200 - EMPLOYEE BENEFITS	\$45,132.00	\$12.20	\$12.20	\$0.00	\$45,119.80
300 - PURCHASED SERVICES	\$1,500.00	\$207.00	\$207.00	\$0.00	\$1,293.00
400 - SUPPLIES & MATERIALS	\$20,940.00	\$169.99	\$169.99	\$635.52	\$20,134.49
500 - CAPITAL OUTLAY	\$2,250.00	\$0.00	\$0.00	\$0.00	\$2,250.00
600 - OTHER OBJECTS	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
700 - NON-CAPITAL EQUIPMENT	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00
2140 - PSYCHOLOGICAL SERVICES					
100 - SALARIES	\$156,500.00	\$0.00	\$0.00	\$91,500.00	\$65,000.00
200 - EMPLOYEE BENEFITS	\$34,871.00	\$0.00	\$0.00	\$0.00	\$34,871.00
300 - PURCHASED SERVICES	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
400 - SUPPLIES & MATERIALS	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
100 - SALARIES	\$281,336.00	\$0.00	\$0.00	\$281,335.20	\$0.80
200 - EMPLOYEE BENEFITS	\$32,858.00	\$0.00	\$0.00	\$0.00	\$32,858.00
400 - SUPPLIES & MATERIALS	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
2190 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$125,979.00	\$0.00	\$0.00	\$0.00	\$125,979.00
200 - EMPLOYEE BENEFITS	\$987.00	\$0.00	\$0.00	\$0.00	\$987.00
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$432,388.00	\$21,543.95	\$21,543.95	\$255,491.46	\$155,352.59
200 - EMPLOYEE BENEFITS	\$45,017.00	\$3,025.79	\$3,025.79	\$2,996.53	\$38,994.68
300 - PURCHASED SERVICES	\$63,793.00	\$5,724.00	\$5,724.00	\$0.00	\$58,069.00
400 - SUPPLIES & MATERIALS	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$263,415.00	\$0.00	\$0.00	\$263,415.00	\$0.00
200 - EMPLOYEE BENEFITS	\$26,965.00	\$0.00	\$0.00	\$0.00	\$26,965.00
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$9,800.00	\$0.00	\$0.00	\$0.00	\$9,800.00
2230 - ASSESSMENT & TESTING					
300 - PURCHASED SERVICES	\$14,525.00	\$14,525.00	\$14,525.00	\$0.00	\$0.00
2310 - BOARD OF EDUCATION					
200 - EMPLOYEE BENEFITS	\$70,000.00	\$4,785.90	\$4,785.90	\$0.00	\$65,214.10
300 - PURCHASED SERVICES	\$218,900.00	\$11,803.84	\$11,803.84	\$0.00	\$207,096.16
400 - SUPPLIES & MATERIALS	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
600 - OTHER OBJECTS	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
2320 - SUPERINTENDENT					
100 - SALARIES	\$269,918.00	\$20,762.88	\$20,762.88	\$249,154.54	\$0.58
200 - EMPLOYEE BENEFITS	\$31,936.00	\$2,504.12	\$2,504.12	\$2,504.12	\$26,927.76
300 - PURCHASED SERVICES	\$3,900.00	\$0.00	\$0.00	\$0.00	\$3,900.00
400 - SUPPLIES & MATERIALS	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
500 - CAPITAL OUTLAY	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$2,500.00	\$345.00	\$345.00	\$0.00	\$2,155.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$129.00	\$129.00	\$0.00	\$371.00
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
100 - SALARIES	\$141,962.00	\$10,919.98	\$10,919.98	\$131,039.83	\$2.19
200 - EMPLOYEE BENEFITS	\$37,266.00	\$3,045.12	\$3,045.12	\$3,045.12	\$31,175.76
2410 - PRINCIPAL					
100 - SALARIES	\$689,545.00	\$50,979.06	\$50,979.06	\$643,469.23	(\$4,903.29)

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$164,753.00	\$13,046.74	\$13,046.74	\$13,277.05	\$138,429.21
300 - PURCHASED SERVICES	\$5,100.00	\$480.30	\$480.30	\$0.00	\$4,619.70
400 - SUPPLIES & MATERIALS	\$4,200.00	\$0.00	\$0.00	\$0.00	\$4,200.00
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,400.00	\$0.00	\$0.00	\$0.00	\$2,400.00
800 - TERMINATION/VACATION PAYMENTS	\$9,961.00	\$0.00	\$0.00	\$9,960.99	\$0.01
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
100 - SALARIES	\$182,968.00	\$14,074.40	\$14,074.40	\$168,892.62	\$0.98
200 - EMPLOYEE BENEFITS	\$28,511.00	\$2,284.67	\$2,284.67	\$2,284.67	\$23,941.66
600 - OTHER OBJECTS	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
2520 - FISCAL SERVICES					
100 - SALARIES	\$220,030.00	\$16,565.00	\$16,565.00	\$202,635.70	\$829.30
200 - EMPLOYEE BENEFITS	\$49,622.00	\$3,231.78	\$3,231.78	\$3,232.74	\$43,157.48
300 - PURCHASED SERVICES	\$105,500.00	\$403.74	\$403.74	\$0.00	\$105,096.26
400 - SUPPLIES & MATERIALS	\$5,000.00	\$691.01	\$691.01	\$0.00	\$4,308.99
600 - OTHER OBJECTS	\$20,000.00	\$1,422.23	\$1,422.23	\$0.00	\$18,577.77
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2560 - FOOD SERVICES					
100 - SALARIES	\$235,394.00	\$4,587.18	\$4,587.18	\$186,722.67	\$44,084.15
200 - EMPLOYEE BENEFITS	\$58,080.00	\$498.36	\$498.36	\$498.36	\$57,083.28
300 - PURCHASED SERVICES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
400 - SUPPLIES & MATERIALS	\$272,500.00	\$179.10	\$179.10	\$0.00	\$272,320.90
500 - CAPITAL OUTLAY	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
700 - NON-CAPITAL EQUIPMENT	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00
2570 - INTERNAL SERVICES					
300 - PURCHASED SERVICES	\$30,600.00	\$7,428.98	\$7,428.98	\$0.00	\$23,171.02
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2630 - INFORMATION SERVICES					
100 - SALARIES	\$94,241.00	\$7,249.30	\$7,249.30	\$86,991.50	\$0.20
200 - EMPLOYEE BENEFITS	\$8,478.00	\$724.36	\$724.36	\$724.36	\$7,029.28
300 - PURCHASED SERVICES	\$37,000.00	\$8,242.73	\$8,242.73	\$0.00	\$28,757.27
400 - SUPPLIES & MATERIALS	\$6,000.00	\$150.49	\$150.49	\$0.00	\$5,849.51
600 - OTHER OBJECTS	\$1,500.00	\$285.00	\$285.00	\$0.00	\$1,215.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
2640 - RECRUITMENT TITLE 2A FED FUND					
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2660 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$457,319.00	\$30,568.68	\$30,568.68	\$400,741.42	\$26,008.90
200 - EMPLOYEE BENEFITS	\$85,386.00	\$6,062.30	\$6,062.30	\$6,062.30	\$73,261.40
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
3000 - COMMUNITY SERVICES					
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
4120 - PAYMENTS FOR SPECIAL ED PROGRAMS					
300 - PURCHASED SERVICES	\$44,500.00	\$0.00	\$0.00	\$0.00	\$44,500.00
600 - OTHER OBJECTS	\$2,473,000.00	\$18,101.62	\$18,101.62	\$0.00	\$2,454,898.38
10 - EDUCATIONAL Total:	\$22,737,974.00	\$505,640.45	\$505,640.45	\$13,643,892.29	\$8,588,441.26

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
20 - OPERATIONS & MAINTENANCE					
0 - EXPENDITURES					
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
100 - SALARIES	\$509,517.00	\$36,929.92	\$36,929.92	\$418,248.44	\$54,338.64
200 - EMPLOYEE BENEFITS	\$72,183.00	\$6,016.95	\$6,016.95	\$6,016.95	\$60,149.10
300 - PURCHASED SERVICES	\$957,675.00	\$109,906.92	\$109,906.92	\$13,195.58	\$834,572.50
400 - SUPPLIES & MATERIALS	\$498,650.00	\$31,345.74	\$31,345.74	\$7,086.96	\$460,217.30
500 - CAPITAL OUTLAY	\$254,000.00	\$1,519.17	\$1,519.17	\$40,989.74	\$211,491.09
600 - OTHER OBJECTS	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
700 - NON-CAPITAL EQUIPMENT	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00
20 - OPERATIONS & MAINTENANCE Total:	\$2,311,775.00	\$185,718.70	\$185,718.70	\$485,537.67	\$1,640,518.63

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
30 - DEBT SERVICE					
0 - EXPENDITURES					
5140 - DEBT SERVICE - INTEREST PAYMENTS					
600 - OTHER OBJECTS	\$698,548.00	\$0.00	\$0.00	\$0.00	\$698,548.00
5200 - INTEREST ON BONDS OUTSTANDING					
600 - OTHER OBJECTS	\$1,120,000.00	\$0.00	\$0.00	\$0.00	\$1,120,000.00
5400 - DEBT SERVICE LEASES					
600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
30 - DEBT SERVICE Total:	\$1,821,048.00	\$0.00	\$0.00	\$0.00	\$1,821,048.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022 Range To Date Year To Date Encumbrance Budget Balance

40 - TRANSPORTATION

0 - EXPENDITURES

2550 - PUPIL TRANSPORTATION

300 - PURCHASED SERVICES

\$1,285,000.00	\$67,958.45	\$67,958.45	\$0.00	\$1,217,041.55
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40 - TRANSPORTATION Total:	\$1,285,000.00	\$67,958.45	\$67,958.45	\$0.00	\$1,217,041.55
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
51 - IMRF					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$2,442.00	\$50.58	\$50.58	\$113.02	\$2,278.40
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$5,499.00	\$0.00	\$0.00	\$0.00	\$5,499.00
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$45,056.00	\$0.00	\$0.00	\$0.00	\$45,056.00
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,110.00	\$0.00	\$0.00	\$0.00	\$1,110.00
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$0.00	\$234.56	\$234.56	\$117.28	(\$351.84)
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$21,207.00	\$65.07	\$65.07	\$127.36	\$21,014.57
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$2,442.00	\$0.00	\$0.00	\$0.00	\$2,442.00
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$6,572.00	\$555.56	\$555.56	\$555.56	\$5,460.88
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$1,975.00	\$166.90	\$166.90	\$166.90	\$1,641.20
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$16,893.00	\$1,176.52	\$1,176.52	\$1,376.69	\$14,339.79
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$24,424.00	\$2,020.94	\$2,020.94	\$2,060.14	\$20,342.92
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$56,557.00	\$4,500.74	\$4,500.74	\$4,412.97	\$47,643.29
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$25,276.00	\$559.64	\$559.64	\$559.64	\$24,156.72
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$10,461.00	\$884.42	\$884.42	\$884.42	\$8,692.16
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$38,260.00	\$2,672.32	\$2,672.32	\$2,672.32	\$32,915.36
51 - IMRF Total:	\$258,174.00	\$12,887.25	\$12,887.25	\$13,046.30	\$232,240.45

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
52 - SOCIAL SECURITY AND MEDICARE					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$119,761.00	\$90.68	\$90.68	\$128.97	\$119,541.35
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,242.00	\$0.00	\$0.00	\$0.00	\$6,242.00
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$43,684.00	\$0.00	\$0.00	\$0.00	\$43,684.00
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$8,262.00	\$0.00	\$0.00	\$0.00	\$8,262.00
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,925.00	\$0.00	\$0.00	\$0.00	\$1,925.00
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$607.00	\$523.40	\$523.40	\$261.70	(\$178.10)
1650 - GIFTED PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,561.00	\$0.00	\$0.00	\$0.00	\$4,561.00
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,707.00	\$0.00	\$0.00	\$21.75	\$9,685.25
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$5,693.00	\$0.00	\$0.00	\$0.00	\$5,693.00
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$14,620.00	\$54.94	\$54.94	\$79.86	\$14,485.20
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,270.00	\$0.00	\$0.00	\$0.00	\$2,270.00
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$4,081.00	\$0.00	\$0.00	\$0.00	\$4,081.00
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$7,062.00	\$0.00	\$0.00	\$0.00	\$7,062.00
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$9,943.00	\$592.53	\$592.53	\$588.86	\$8,761.61
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,822.00	\$0.00	\$0.00	\$0.00	\$3,822.00
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$3,914.00	\$305.20	\$305.20	\$305.20	\$3,303.60
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$3,162.00	\$233.38	\$233.38	\$233.38	\$2,695.24
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$20,200.00	\$1,201.08	\$1,201.08	\$2,082.01	\$16,916.91
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,654.00	\$203.32	\$203.32	\$203.32	\$2,247.36
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$16,833.00	\$1,150.78	\$1,150.78	\$1,175.36	\$14,506.86
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$38,982.00	\$2,692.97	\$2,692.97	\$2,637.94	\$33,651.09
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$18,011.00	\$335.74	\$335.74	\$335.74	\$17,339.52
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$7,210.00	\$554.58	\$554.58	\$554.58	\$6,100.84
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$28,004.00	\$1,665.16	\$1,665.16	\$1,665.16	\$24,673.68
52 - SOCIAL SECURITY AND MEDICARE Total:	\$381,210.00	\$9,603.76	\$9,603.76	\$10,273.83	\$361,332.41

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022 Range To Date Year To Date Encumbrance Budget Balance

60 - CAPITAL PROJECTS

 0 - EXPENDITURES

 2530 - FACILITY ACQUISITION & CONSTRUCTION

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
300 - PURCHASED SERVICES	\$123,076.00	\$20,218.91	\$20,218.91	\$0.00	\$102,857.09
500 - CAPITAL OUTLAY	\$1,165,358.00	\$173,955.42	\$173,955.42	\$116,307.69	\$875,094.89
60 - CAPITAL PROJECTS Total:	\$1,288,434.00	\$194,174.33	\$194,174.33	\$116,307.69	\$977,951.98

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
80 - TORT IMMUNITY					
0 - EXPENDITURES					
2362 - WORKERS COMPENSATION INSURANCE					
300 - PURCHASED SERVICES	\$94,000.00	\$0.00	\$0.00	\$0.00	\$94,000.00
2366 - JUDGMENTS/SETTLEMENTS					
600 - OTHER OBJECTS	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
2371 - PROPERTY INSURANCE					
300 - PURCHASED SERVICES	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00
80 - TORT IMMUNITY Total:	\$199,000.00	\$0.00	\$0.00	\$0.00	\$199,000.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022 Range To Date Year To Date Encumbrance Budget Balance

90 - FIRE PREVENTION & SAFETY

0 - EXPENDITURES

2530 - FACILITY ACQUISITION & CONSTRUCTION

300 - PURCHASED SERVICES

\$51,610.00	\$6,929.14	\$6,929.14	\$0.00	\$44,680.86
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2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY

\$2,137,023.00	\$667,543.81	\$667,543.81	\$0.00	\$1,469,479.19
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90 - FIRE PREVENTION & SAFETY Total:	\$2,188,633.00	\$674,472.95	\$674,472.95	\$0.00	\$1,514,160.05
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:7/1/2021 To Date:7/31/2021

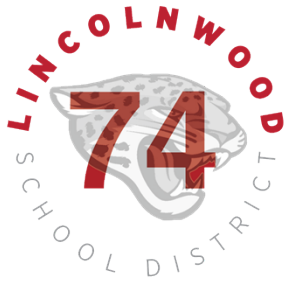
Account Mask: ??????????????????

Account Type: EXPENDITURE

- Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
Grand Total:	\$32,471,248.00	\$1,650,455.89	\$1,650,455.89	\$14,269,057.78	\$16,551,734.33

End of Report



Executive Summary Finance Committee Meeting

DATE: September 23, 2021

TOPIC: Renewal of Securitas Electronic Security, Inc.'s Mitel MiVoice Office250 System and Support Plans

PREPARED BY: Kim Nasshan

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

SD74's contracts for the VOIP phone system are up for their annual renewal. The District had used MidCo Systems as a service provider for Mitel MiVoice service and support plans for the VoIP phone system's hardware and software since 2015. This past December, Mitel was acquired by Securitas Electronic Security, Inc. as part of an acquisition of MidCo Systems' parent company.

Legal Counsel reviewed the proposal and Master Service Agreement provided by Securitas Electronic Security, Inc. and prepared a draft amendment to the agreement in order to remove the automatic renewal, set Illinois law and Cook County Circuit Court venue, and make other modifications to the terms and limits liability. Any requested revisions to the draft amendment by Securitas Electronic Security, Inc. will be approved by the District's Legal Counsel before submitting to the Board of Education for approval.

Fiscal Impact:

\$6,420.00 Standard Service plan
\$1,622.40 Software License & Update service
=====

\$8,042.40 Total

The District paid \$7,732 to MidCo Systems in 2020-21

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this Agreement from Securitas Electronic Security, Inc. for its Mitel MiVoice Office250 Service & License Plans in the amount of \$8,042.40 from September 1, 2021 to August 31, 2022.

Prepared For:
74 SD LINCOLNWOOD ADMIN - LINCOLNWOOD, IL - Mitel Maintenance

Christopher Edman
74 SD LINCOLNWOOD ADMIN
6950 N EAST PRAIRIE RD
LINCOLNWOOD, IL 60712
(847) 675-8234
cedman@sd74.org>

Prepared By:
Securitas Electronic Security, Inc.
3800 Tabs Drive
Uniontown, OH 44685
Phone : 1-855-331-0359
Valerie Douglas
valerie.douglas@securitases.com

Project Site:
74 SD LINCOLNWOOD ADMIN
6950 N EAST PRAIRIE RD MARVIN GARLICH ADMIN BLDG
LINCOLNWOOD, IL 60712
(847) 675-8234

One Year Nickel Agreement

Mitel MiVoice Office

Lincolnwood

Lincoln Hall

Todd Hall

Rutledge Hall

One Year Gold Agreement

M-F 8:00AM – 5:00PM

Mitel MiVoice Office 250

Lincolnwood

Lincoln Hall

Todd Hall

Rutledge

PROPOSAL SCHEDULES

Service & Support Schedule

<u>Categories</u>	<u>Qty</u>	<u>Internal Part #</u>	<u>Monthly Charges</u>
Standard Service Plan Plan coverage includes troubleshooting, diagnosis, adjustment, repair and/or replacement, if required, of non-functioning security system devices covered and listed per contract terms. Service is for repair purposes only and covers normal wear and tear. Coverage does not include battery replacement(s), lift or specialty rentals, system upgrades, add ons, technology enhancements, equipment obsolescence, Acts of God, vandalism, customer or third-party alterations or misuse, and other exemptions as identified per contract terms, which will be billed at SES prevailing service rates. Plan covers labor during normal business hours (Monday thru Friday, 8am-5pm local time); does not include national holidays, weekends or after hours service, which will be billed at SES prevailing hourly rates. Customer required to provide free and clear access to equipment and the ability to perform repair services as necessary. Customer is responsible to perform their own onsite device and signal testing to identify and report any system malfunctions or service repair needs.	1	CP OPTION A	\$6,420.00
Software License & Update Service Service includes tracking applicable software license and/or professional service subscriptions with security equipment manufacturer for renewals, updates and announcements, on behalf of customer. Customer to list SES as the provider on record with the manufacturer. Customer must subscribe to a Software Support Agreement (SSA) through SES (sold separately). Service does not include software license costs or renewal fees.	1	00-118351-00ES	\$1,622.40

PURCHASE INVESTMENT SUMMARY

Total: \$0.00

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms

100% Upon completion of Installation. Payment Terms: Due Upon Receipt.

Service & Support Schedule (monthly, per location): \$8,042.40

Note: Billing for all services, including applicable Service Plans, will begin upon installation completion or in-service date.

Customer agrees to pay Securitas Electronic Security this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Annually for a period of 1 year(s).

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

eMail: valerie.douglas@securitates.com

Please issue any Purchase Order or other contract documents to Securitas Electronic Security, Inc.

Customer Expected Completion Date: 08-31-2022

This Agreement shall not become binding on Securitas Electronic Security, Inc. until approved and accepted by Securitas Electronic Security, Inc. management as provided below.

Seller:

Securitas Electronic Security, Inc.

Company

Address

Valerie Douglas,

Account Representative Name & Title

Securitas ES Management

Securitas ES Management Signature Date

Buyer:

74 SD LINCOLNWOOD ADMIN

Trade, partnership or corporate name if different from above

6950 N EAST PRAIRIE RD

LINCOLNWOOD, IL 60712

Address

Christopher Edman

Name & Title

Authorized Signature

Date

This Master Services Agreement (this "**Agreement**") is made and entered into this 6/22/2021 (the "**Effective Date**") by and between **Securitas Electronic Security, Inc.**, a Delaware corporation on its behalf and on behalf of its affiliates and subsidiaries, with its principal place of business located at 3800 Tabs Drive, Uniontown, OH 44685 (hereinafter collectively referred to as "**SES**") and **74 SD LINCOLNWOOD ADMIN** a _____ with its principal place of business located at 6950 N EAST PRAIRIE RD, LINCOLNWOOD, IL, 60712 (hereinafter referred to as "**Customer**").

1. System and Services.

SES agrees to sell, install, monitor and/or repair systems and the components comprising such systems (collectively and individually referred to as "**System(s)**") as described in an ordering document, Schedule of Installation and Services, purchase order or statement of work, as accepted by SES (hereinafter referred to as "**Ordering Document**") during the term of this Agreement and at various premises of Customer. Each Ordering Document once submitted by Customer and accepted by SES will become part of and governed by the terms and conditions of this Agreement. If there is no service plan provided for in the Ordering Document, then service will be provided on a time and material basis during the hours of 8am-5pm Monday through Friday, excluding holidays, at SES's then-current rates. If Customer wishes to lease the System or components thereof, such lease shall be subject to a separate, standard commercial lease.

2. Term, Renewal, and Expiration.

This Agreement shall remain in force for an initial term expiring on the last day of the month twelve (12) months after the Effective Date (the "**Initial Term**"). During the Initial Term, the terms and conditions of this Agreement shall supersede all prior proposals or agreements whether oral or written with respect thereto. Unless expressly provided otherwise herein, to the extent that the terms of any Ordering Document conflict with the terms of this Agreement, the terms of this Agreement will control. After the Initial Term expires, this Agreement will automatically be renewed as consecutive one (1) year terms, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless terminated by either party by the delivery of written notice to the other at least sixty(60) days prior to the anniversary date of the Initial Term or the renewal term. The Agreement shall control all new locations specified in the Ordering Document, as may be modified from time to time, for a period of twelve (12) months from the date the System first becomes operational and expiring on the last day of that month at any such location set forth in the applicable Ordering Document, regardless of whether this Agreement has been terminated or expired, and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least sixty(60) days prior to the anniversary date that installation on the location commences. Provided, however, that if this Agreement has terminated or expired prior to the end of the Initial Term or any renewal term of such Ordering Document location, the terms and conditions of this Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of SES and the Customer, as to the providing of services to any such Ordering Document locations.

3. Acceptance and Transfer of Title.

Title, risk of loss, and the right to use a System will pass to Customer upon Customer's acceptance thereof according to this Section 3. Notwithstanding the foregoing, under no circumstances will title to any software pass to Customer. Customer will be deemed to have accepted the Systems provided hereunder according to the following:

A. For Delivery and Installation Orders ("D&I Order"), Customer's acceptance will occur upon completion of installation of the System(s) and SES's determination that the System is in operable condition and capable of functioning according to SES's published standards and specifications. At SES's request, Customer will execute a written acknowledgment of the installation date(s) for the System; or

B. For Shipped Orders (no delivery or installation included ("**FOB**")), Customer's acceptance will occur upon delivery of the System to Customer, which for purposes of acceptance will be deemed to have occurred when the System is shipped from SES's shipping point to a Customer's location.

4. Payment.

A. Customer agrees to pay SES:

- i. for the sale and installation of the System as provided in the applicable Ordering Document;
- ii. for the monitoring, and/or repair of the System as provided in an Ordering Document, commencing from the date of acceptance; and
- iii. for any interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first of the following month. Payments for services are due monthly, in advance, commencing from the first day of the month following the date the System is accepted.

B. Customer agrees that at any time following the expiration of the first twelve(12) months of this Agreement, SES may increase the basic monthly charges set forth in the applicable Ordering Document once a year, for the balance of the term and any renewal thereof. Customer agrees to pay the full amount of such increase, which increase shall not exceed nine percent (9%)over the previous twelve(12) months' basic ongoing charges.

5. Miscellaneous Charges and Increase in Charges.

A. The prices given to Customer are exclusive of taxes and Customer shall be responsible for paying for any applicable City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increase in charges to SES for facilities required for transmission of signals under this Agreement.

B. At SES's option, a fee may be charged for any unnecessary service run or false alarm. If Customer or SES is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty unless such false alarm is the result of the sole negligence of SES. Should the System excessively signal SES's monitoring facility (as determined in accordance with the SES's then-existing policy applicable to excessive activations) as a result of any cause other than SES's sole negligence, Customer authorizes SES to: (i) suspend performance of any of the services; (ii) shut down the panel and/or the System; and (iii) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility while SES investigates the source of the excessive signaling.

C. The payments set forth in the Ordering Document may include telephone company line charges, if required.SES may immediately increase its monthly charges to reflect such increased line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll line charges incurred by the operation of the System.

D. Installation charges set forth in an Ordering Document assume installation will be performed during SES's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or by Customer specified contractors, or if SES's wage rates do not apply as a result of prevailing wage conditions, or otherwise, then the installation charge will be adjusted accordingly.

E. If any Governmental agency requires any changes in the System originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the System are based upon the number of components, type of security and service specified in the Ordering Document. Should Customer request or require additional protection, security devices or services, this may affect the final contract price.

G. Failure to pay amounts when due shall give SES the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty(30) days after payment is due.

6. Liquidated Damages and SES's Limits of Liability.

The parties agree that SES is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SES is not liable for losses which may occur in cases of malfunction or non-function of any System provided by SES or that SES is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SES's negligence or failure of performance; that SES is not liable for losses resulting from failure to warn or inadequate training; that SES is not an insurer;and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SES offers several levels of protection and services and that the System and/or service described in the Ordering Document has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. This Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.

IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIXACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHER SKEPTON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN,DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICES DESIGNED TO DETECTOR AVERT,INABILITY OF SES TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS. THEREFORE,IF LIABILITY IS IMPOSED ON SES,ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS.(IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED,SES'S LIABILITY SHALL BE LIMITED TO\$500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY,OR (ii)AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SES'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF

WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NON PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SES, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SES AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SES. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SES AS AN INSURER.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SES MORE THAN TWO(2) YEARS AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property or the property of others on its premises, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESSSES, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SES OF THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.

This Section 6 shall apply to any other company or entity which, in addition to SES furnishes, as a subcontractor, or otherwise, any installation, monitoring or repair service provided hereunder.

7. Warranty.

Where Customer purchases a System under this Agreement unless Customer has purchased a service plan that commences from the date of installation, SES warrants that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SES's sole option, free of charge. Warranty repair is done 8am – 5 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs due to (i) adjustments, additions, alternations, abuse, misuse or tampering of the System by the Customer (ii) System operation or use contrary to the operating instructions; (iii) software used with an operating system other than that specified by SES or its original equipment manufacturer ("OEM"); (iv) performance issues relating to the use of Customer's data network(s); (v) power fluctuations; or (vi) any other cause not within the cause or control of SES. If inspection by SES fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SES's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: WITH THE EXCEPTION OF THE FOREGOING WARRANTIES, SES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL SES, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SES MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

8. Software License.

Customer's use of software provided hereunder is governed by the terms and conditions of any license included in or with such software (including but not limited to a click wrap or shrink wrap agreement) or as appears on a web site as of the date that the Customer signs the Ordering Document referencing this Agreement. Any breach of this Agreement will automatically terminate the Customer's right to use the software. Customer may not copy the software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any software. Customer acknowledges that any breach of this Section 8 shall result in irreparable injury to SES for which the amount of damages would be unascertainable. Therefore, SES may, in addition to pursuing any and all remedies provided by law, seek an injunction against Customer from any court having jurisdiction, restraining any violation of this Section 8.

9. Further Obligations of Customer.

A. Customer, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to SES's requirements, and telephone company interconnection jacks, if required.

B. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by SES, nor shall Customer permit the same to be done by others. It is further agreed that if any work is required to be performed by SES due to Customer's breach of the foregoing obligations, Customer will pay SES for such work in accordance with SES's then-current prevailing charges. CUSTOMER SHALL INDEMNIFY AND HOLD SES HARMLESS FROM AND AGAINST ANY CLAIM ARISING OUT OF SUCH TAMPERING, ALTERATION, ADJUSTMENT, ADDITION TO, DISTURBANCE, INJURY, MOVEMENT, REMOVAL OR INTERFERENCE WITH SUCH EQUIPMENT AND FOR THE INTERCONNECTION BY ANYONE OTHER THAN SES OF ANY EQUIPMENT OR DEVICE TO ANY SES EQUIPMENT.

C. For those premises where SES is to provide monitoring services, Customer shall be solely responsible for providing to and updating with SES the information required to provide the services hereunder, including but not limited to a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods; an authorized daily and holiday opening and closing schedule; authorized contacts and accurate contact information. Customer agrees that telephone calls received or transmitted by the monitoring center, including the receipt and transmission of alarm signals, may be electronically recorded by SES. Customer consents to such recording and will inform its employees and appropriate third parties that such recordings are authorized.

D. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SES any claimed inadequacy in, or failure of, the System. Customer shall perform periodic walk tests of any motion detection equipment used on the premises.

E. Customer shall permit SES access to the premises for any reason arising out of, or in connection with, SES's rights or obligations under this Agreement.

F. At any time during the Initial Term of this Agreement or any renewal or extended term hereof, SES may reasonably determine that equipment being serviced hereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age, volume of use, unavailability of necessary replacement parts or other reason or condition, which SES may identify as extraordinary. Upon receipt of written notice or such determination from SES, Customer shall either replace the obsolete equipment with new equipment, remove the equipment from the scope of coverage of this Agreement, or agree in writing that such equipment will continue to be serviced hereunder by SES on a time and materials basis.

G. Should any part of the System be damaged by fire, water, lightning, acts of God, third-parties or any cause beyond the control of SES, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a leased System).

H. Any claim by Customer of improper installation or failure to comply with Customer's specifications shall be made in writing to SES within ninety (90) days of installation completion. Such obligation shall not waive Customer's warranty rights under the above-referenced warranty.

I. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Customer shall indemnify and hold SES harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty.

J. For those premises where SES is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SES's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

K. For those premises where the System transmits video Customer shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all personnel who may use the service or the System of any of the limitations respecting the service or the System as set forth in an agreement or otherwise; (iii) take all steps necessary to inform any person who may be the subject of any video and/or audio monitoring of the possibility of such monitoring including the prominent and conspicuous display of signs or the broadcasting of periodic or intrusion-related aural announcements informing any such person of the audio and/or video monitoring while on the premises; (iv) not use or permit the use of video data transmitted or received from cameras installed with a view where any person may have a reasonable expectation of privacy including restrooms, dressing or changing areas, locker rooms or similar areas; (v) use the service and video transmitted from a System only for the intended purpose of providing security surveillance or management services and for no other purpose; (vi) not use the services or video transmitted from a System for any criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eaves dropping or for viewing, transmitting or storing sexually explicit materials; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of the service.

L. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

M. Customer represents that, except to the extent it has given SES written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material

contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SES's reasonable control and SES shall not start, or continue, to perform its work under this Agreement until Customer has remedied the unsafe or unlawful condition at Customer's sole expense.

CUSTOMER SHALL INDEMNIFY AND HOLD SES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM SUCH UNSAFE OR UNLAWFUL CONDITIONS (REGARDLESS OF WHETHER OR NOT CUSTOMER DISCLOSED SUCH MATERIALS TO SES). Customer further represents that it is not subject to any economic or trade sanctions and will immediately notify SES if it becomes subject to such sanctions, in which event SES shall be entitled to immediately terminate this Agreement.

10. Obligations of SES; Limitations.

A. Neither party shall be held responsible or liable for delay in installation of the System or interruption of service due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of such party, including interruptions in telephone service ("Force Majeure"). SES will not be required to perform installation or supply service to Customer while any such cause shall continue. If such Force Majeure event continues for more than thirty (30) days, either party may terminate this Agreement without liability as of the date specified in a written notice to the other party.

B. For those premises where monitoring service is provided, SES, upon receipt of an alarm signal from Customer's premises, shall (unless previously instructed otherwise by Customer), make a reasonable effort to transmit the alarm promptly to the police, fire department, or medical agency having jurisdiction or responsibility. SES shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Customer.

C. SES reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals unless expressly prohibited by local authorities. If Customer requires phone notification for non-emergency signals, Customer agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal business hours unless expressly requested otherwise by Customer.

D. SES may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SES and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SES reserves the right to discontinue or change a particular response service due to such governmental requirements. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SES, or otherwise comply with such requirements.

E. If a service plan or software support option is purchased by Customer, SES will provide and install software upgrades during SES's normal working hours, as they become commercially available. Software updates that do not apply to the Customer's current operations, as determined by SES and the OEM, will not be installed by SES. In the event the Customer elects to have someone other than SES install a software upgrade, Customer shall assume any and all liability for damage caused pursuant to the installation. Service and upgrades for third-party software not supplied by SES are excluded from this Agreement.

11. Communication Limitations.

A. Customer understands that if any System installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Customer Service Center there may be times when that communication method is not able to transmit signals and SES will not receive alarm signals. Digital communicators use standard telephone lines and SES does not receive signals when the telephone systems become non-operational or the telephone line is cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, can not transmit an alarm signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SES offers several levels of communication methods of alarm signals to the Customer Service Center and that the services described on the front page of this Agreement and on the Ordering Document have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and their related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.

B. In case any problems with the communication method are detected by SES, SES shall contact the communication method provider and request that it determine the location of the trouble, if unknown to SES. When the trouble has been traced to Customer, SES will make a reasonable effort to notify Customer or its designated representative. In the event any service or repair to Customer's equipment becomes necessary, SES shall, within a reasonable time, dispatch a representative to Customer's premises for the purpose of making the necessary services or repair. It is understood that the communication

method provider is not the agent of SES and SES shall not be liable for the communication method provider's negligent performance or delay in performance.

C. For those premises where card access security is provided, SES assumes no responsibility or liability for lost or stolen access cards.

D. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not SES's agents, nor does SES assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

12. Title to Equipment and Use of SES-owned Equipment.

If Customer purchases equipment, Customer agrees that SES retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that SES may remove or abandon all SES-owned equipment, including all wiring installed by SES, in whole or in part, upon termination of the Agreement by lapse of time, default of any moneys due hereunder, or otherwise, without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SES to collect any charges which have accrued hereunder.

13. Termination.

A. SES may terminate this Agreement:

i. immediately, in the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days from receipt date of written confirmation by SES of such default. If SES terminates under this Section 13(A)(i), the balance of all moneys due and for the unexpired term of orders subject to this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or

ii. immediately, in the event SES's monitoring center, the telephone lines, wires, or SES's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. as provided in Section 2 relating to expiration.

B. Customer may terminate this Agreement:

i. immediately, upon written notice for any individual location in the event any Customer location is, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such location; or

ii. as provided in Section 2 relating to expiration.

C. In the event of a termination under this Section 13, written notification by facsimile, U.S. mail or by courier shall be acceptable.

D. Upon termination of this Agreement, Customer shall permit SES access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment.

14. Assignment.

This Agreement is not assignable by the Customer, except upon written consent of SES first being obtained. SES shall have the right to assign this Agreement or to subcontract any of the obligations under this Agreement without the consent of, but with notification to, the Customer.

15. No Subrogation.

Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

16. Severability and Savings.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or enforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or enforceable provision(s) shall survive to the extent not so held.

17. Non-Solicitation.

During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "**Employee**") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to seek injunctive relief to be issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition there to, if a court finds a violation of this clause, the non-breaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount of the hired employee's fully loaded salary, including benefits, bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party.

Solicitation through advertisements directed at the general public or through "head hunters" who contacts a party's Employee without the party's knowledge will not be considered solicitations for purposes of this paragraph.

18. Electronic Signature.

The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

19. Choice of Law.

This Agreement is entered into in Union town, Ohio and shall be interpreted, enforced and governed under the laws of the State of Ohio without regard to application of conflicts of laws principals that would require the application of any other law. Any action regarding this Agreement or otherwise brought against SES by or on behalf of any party to this Agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Summit County, Ohio. If the claim could be brought in federal court, the action shall be maintained in the United States District, Northern District of Ohio. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

20. Waivers.

A. Jury Trial Waiver. Both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect to any litigation arising out of, under, in connection with, or relating to this Agreement.

B. Mutual Safety Act Waiver. In no event will either party or its insurers be liable to the other party for loss or damage arising from or related to an act of terrorism. The parties intend for this waiver to "flow down" to their respective contractors.

21. Entire Agreement.

It is agreed to and understood by the parties that this Agreement, and any attached Ordering Documents and Exhibits, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the services covered by this Agreement. This Agreement may not be changed, modified, or varied except in writing, signed by an authorized representative of SES. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. Customer hereby acknowledges that it has read this entire Agreement and agrees to be bound by all its terms and conditions.

Securitas Electronic Security, Inc.

Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

CUSTOMER:

Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND SECURITAS

This Amendment is entered into as of August 5, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Securitas Electronic Security, Inc. (“Securitas”) pursuant to the Proposal dated June 22, 2021, and the Master Services Agreement (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. Securitas shall not materially modify or amend the Agreement 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 Securitas prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Securitas 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 Securitas hereby submits to the jurisdiction of that court. Any references to other states’ laws, other venues, or binding arbitration shall be deleted from the Agreement.
5. **Insurance.** During the term of this Agreement and any renewal thereof, Securitas shall maintain a commercial general insurance policy or program of self-insurance. School District shall be named as an additional insured on such policy. Any damages limitations, limitations of liability, or liquidated damages amounts in this Agreement shall not apply to School District in its capacity as an additional insured under this provision.
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**

**SECURITAS ELECTRONIC
SECURITY, INC.**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



Executive Summary Finance Committee Meeting

DATE: September 23, 2021
TOPIC: MealViewer Services, LLC Software Systems Agreement for the 2021-22
School Year
PREPARED BY: Kim Nasshan

Recommended for:

- Action
- Discussion
- Information

BackgroundPurpose:

MealViewer Services, LLC Software Systems services provides District parents with the ability to view the nutritional elements of student meals on a daily basis. District Legal Counsel has reviewed the Agreement, and made the necessary revisions to present to the Finance Committee.

Fiscal Impact:

The annual cost of the MealViewer Services, LLC Software Systems Agreement is \$1,440.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the MealViewer Services, LLC Software Systems Agreement with an annual cost of \$1,440 for the 2021-2022 school year.

Standard Student Data Privacy Agreement for Heartland School Solutions

IL-NDPA v1.0a

Lincolnwood School District 74 or LEA

and

Heartland Payment Systems, LLC

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between: **Lincolnwood School District 74**, located at 6950 East Prairie Rd., Lincolnwood, IL (the “**Local Education Agency**” or “**LEA**”) and Heartland Payment Systems, LLC, located at 765 Jefferson Rd #400, Rochester, NY 14623 (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), including but not limited to the Illinois School Student Records Act (“**ISSRA**”), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act (“**MHDDCA**”), 740 ILCS 110/, Student Online Personal Protection Act (“**SOPPA**”), 105 ILCS 85/, Identity Protection Act (“**IPA**”), 5 ILCS 179/, and Personal Information Protection Act (“**PIPA**”), 815 ILCS 530/, and Local Records Act (“**LRA**”), 50 ILCS 205/, and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in this Agreement.

2. Special Provisions. Check if Required

If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA for so long as the Services are being provided to the LEA or as long as Provider has any Student Data.

4. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").

5. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Dr. Kimberly Nasshan

Title: Superintendent

Address: 6950 N. East Prairie Rd., Lincolnwood IL 60712

Phone: 847-675-8234

Email: knasshan@sd74.org

The designated representative for the Provider for this DPA is:

Name: Jennifer Webb

Title: Senior Corporate Counsel

Address: 765 Jefferson Rd #400, Rochester, NY 14623

Phone: 913.310.1204

Email: jennifer.webb@globalpay.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA:

By: _____

Date: _____

Printed Name: _____

Title/Position: _____

Provider:

By:  _____

Date: 9/14/21

Printed Name: Jeremy Loch

Title/Position: SVP & General Manager, School Solutions

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA, as described in FERPA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. Student Data to Be Provided. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. DPA Definitions. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. Student Data Property of LEA. All Student Data transmitted to the Provider by the LEA is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider by the LEA, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data provided by the LEA under the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. Parent Access. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. Separate Account. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student Generated Content to a separate account created by the student.

4. Law Enforcement Requests. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. Subprocessors. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. Provide Data in Compliance with Applicable Laws. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. Annual Notification of Rights. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

3. Reasonable Precautions. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. Unauthorized Access Notification. LEA shall notify Provider promptly of any known unauthorized access to Provider's systems. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. Privacy Compliance. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. Authorized Use. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. Provider Employee Obligation. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. No Disclosure. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA, this DPA, or applicable law. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party without consent.

5. De-Identified Data: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. Disposition of Data. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data in the usual course of business. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."

7. Advertising Limitations. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. Data Storage. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the countries where Student Data is stored.

2. Audits. No more than once a year, upon receipt of a written request from the LEA and subject to a separate nondisclosure agreement, the Provider will provide the LEA with a copy of its most current SSAE 16/18 report regarding the third party audit of security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA where and to the extent required by applicable law.

3. Data Security. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or

modification. The Provider shall adhere to any applicable law relating to data security. The provider has implemented NIST Cybersecurity Framework Version 1.1 Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. Data Breach. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, or as required by applicable law, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - vi. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
 - vii. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians, unless Provider is legally required to do so by applicable law.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data.

5. Reimbursement of Expenses Associated with Security Breach. In the event of a Security Breach that is solely attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all reasonable costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:

a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;

b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;

c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a result of the security breach; and

d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

ARTICLE VI: ILLINOIS PROVISIONS

1. Compliance with Illinois Privacy Laws. In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. School Official Designation. Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

3. Limitations on Re-Disclosure. The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA, the data holder, or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall, unless prohibited by law, redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall, unless prohibited by law, notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

4. Notices. Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

5. Parent Right to Access and Challenge Student Data. The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, within a reasonable time from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. Corrections to Factual Inaccuracies. In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. Security Standards. The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of this DPA, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. Transfer or Deletion of Student Data. The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will delete such Student Data. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days. If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request. Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

10. Public Posting of DPA. Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including all Exhibits.

11. Privacy Policy. The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Provider's terms of user and privacy policy can be found at myschoolbucks.com

12. Minimum Data Necessary Shared. The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to

the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.

13. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

ARTICLE VII: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of “General Offer of Privacy Terms” (General Offer, attached hereto as **Exhibit “E”**), be bound by the terms of **Exhibit “E”** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VIII: MISCELLANEOUS

1. **Termination.** In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate.

2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA’s Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, any other bid/RFP, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. Successors Bound: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. Authority. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. Waiver. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Heartland provides software solutions that support school functions such as meal ordering, online payment and ordering, point of sale transactions, transportation, activities, spirit wear, digital suite Mobile app, and other items as configured by LEA. Heartland also provides nutrition services operations and accountability software solutions, including applying for subsidized meals.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	√
	Other application technology meta data-Please specify:	
Application Use Statistics Assessment	Meta data on user interaction with application	√
	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data – attendance at a meal is captured	√
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	√
Conduct	Conduct or behavioral data	
Demographics (School can configure which data points to use)	Date of Birth	√
	Place of Birth	
	Gender	√
	Ethnicity or race (for nutritional services)	√
	Language information (native, or primary language spoken by student)	√

	Other demographic information-Please specify: School can configure registration or forms and collect additional demographic info, but the services do not automatically collect this information	
Enrollment	Student school enrollment	√
	Student grade level	√
	Homeroom	√
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	√
	Other enrollment information-Please specify: class schedule	√
Parent/Guardian Contact Information (for MSB, parent provides directly via separate terms of service)	Address	√
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last – for nutrition services	√
Schedule	Student scheduled courses	
Schedule Special Indicator	Teacher names	
	English language learner information	
Special Indicator Student Contact Information	Low income status	√
	Medical alerts/ health data	√

	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care) (to the extent included in the nutritional services application)	√
	Other indicator information-Please specify:	
	Address – collected for nutrition services	√
Student Contact Information Student Identifiers (School can configure which data points to use)	Email	√
	Phone	√
	Local (School district) ID number	√
Student Identifiers Student Name (MSB allows a parent to establish a student account after consent to terms and conditions)	State ID number	
	Provider/App assigned student ID number	√
	Student app username	
	Student app passwords	
	First and/or Last	√
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	

Student work	Other student work data -Please specify: District can configure forms to collect additional information	√
Transcript	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify: District can choose to create a form to collect this information	√
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "C" DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, enabling parents to make school-related payments, place lunch orders, or for provide nutritional software. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, RFP, or Purchase Order.

Student Data: Student Data includes any data provided by LEA that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information,

individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes any information so defined under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services. Student Data does not include data that Provider receives directly from a parent, guardian, or eligible student through the MSB website or application.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By

4. Signature

_____ Authorized Representative of LEA

_____ Date

5. Verification of Disposition of Data

_____ Authorized Representative of Company


9/14/21 _____ Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **Lincolnwood School District 74** ("Originating LEA") which is dated , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: _____.

PROVIDER: Heartland Payment Systems, LLC , dba Heartland School Solutions

BY: _____ 

Date: 9/14/21

Printed Name: Jeremy Loch

Title/Position: SVP & General Manager, School Solutions

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for a term of _____.

****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

Heartland School Solutions Master Software Services Agreement

This Master Software Services Agreement (the “Agreement”), together with all software-specific attachments, is made and entered into this day September 14 of 2021 (“Effective Date”), by and between by and between Heartland Payment Systems, LLC (d/b/a Heartland School Solutions) a Delaware limited liability company, with an office at 765 Jefferson Rd #400, Rochester, NY 14623 (“Heartland”), and **Lincolnwood School District 74**, having its principal place of business located at 6950 East Prairie Rd, Lincolnwood, IL (“Customer”). Heartland and Customer may individually be referred to herein as “Party” or collectively as “Parties”.

1. Definitions

- 1.1 Affiliate** means a business entity that controls or is controlled by another business entity or is associated with other business entities under common ownership or control of a business entity, such as a subsidiary or parent company.
- 1.2 Error** means a reproducible failure of the Software to perform in substantial conformity with the Documentation. An Error does not include a nonconformity resulting from customer’s improper use, alteration of or damage to the Software, or Customer’s combining or merging the Software with any Equipment or Software not approved by Heartland.
- 1.3 Customer Data** means all information, files, content, figures, images, text, files or other data, including data concerning school lunch purchases, as well as student Personal Identifiable Information, provided by the Customer to Heartland in connection with the Services.
- 1.4 Documentation** means all manuals, instructions, writings electronic or other media provided by Heartland relating to the Software.
- 1.5 End User(s)** means the Customer’s employees and agents using the Software on Customer’s behalf.
- 1.6 Feedback** means suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or End Users relating to Heartland’s products or services.
- 1.7 Heartland Data** means all Heartland-created information, files, content, figures, images, text, files or other data provided by Heartland to Customer in connection with Customer’s or its End Users’ use of the Services.
- 1.8 Major Enhancement** means any major functional revision to the Subscription released by Heartland during the Term.
- 1.9 Minor Enhancement** means any minor release, update, modification or “bug fix” that does not necessarily provide materially new functionality, as determined by Heartland in its reasonable discretion, and made generally available to Customer.
- 1.10 Personally Identifiable Information** means information provided to Heartland by Customer that consists of (a) student names; (b) students’ parent and family members’ names; (c) students and students’ families’ address; (d) personal identifiers, such as social security numbers, student number, or biometric record; (e) indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; or (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, as defined by the regulations governing the Family Educational Rights and Privacy Act (“FERPA”), 34 CFR § 99.3.
- 1.11 Proposal** means the Heartland proposal identifying the Software and Subscriptions that Customer is purchasing.

- 1.12 **Services** mean the Software, Support Services, websites, mobile applications, or online services owned or operated by Heartland and its Affiliates, and provided to Customer.
- 1.13 **Software** means the specific Heartland software program(s) that Customer is using as shown on the Proposal.
- 1.14 **Subscription** means the continued provision of Software after the Initial Term.
- 1.15 **Support Services** means the services that Heartland provides Customer in connection with the Software.
- 1.16 **Support Incident** is defined as one specific Error or other technical issue that begins when Customer calls Heartland Technical Support and ends when either the single specific Error or other technical issue is resolved or deemed non-resolvable. Each Support Incident generates a “ticket”, which will be opened, tracked and closed separately.
- 1.17 **Support Times** means Monday through Friday, 7:00 a.m. through 7:00 p.m. EST, excluding the following holidays: New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. Hours may be limited on other bank holidays.
- 1.18 **Updates** means modifications, enhancements, changes and alterations to the Software provided by Heartland during the Subscription, including all Major Enhancements and Minor Enhancements.

2. Grant of License

- 2.1 **Limited License.** Subject to the terms and conditions in this Agreement, and any applicable software-specific attachments, Heartland grants Customer a non-exclusive, non-transferable right to access and use the Software.
- 2.2 **Prohibited Uses.** Customer will not, and will not permit any third party to, (a) download, copy, sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Service to a third party except as may be expressly set forth in this MSA and its attachments; (b) intentionally access or use any portion of the Software delivered by Heartland but not expressly licensed and paid for by Customer (c) use any Service to provide, or incorporate any Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or Heartland APIs to any Service, (d) disclose or publish performance benchmark results for the Software (as delivered or subsequently modified) without Heartland’s prior written consent; (e) transfer the Software to a different database platform or operating system, except as may be specifically allowed by Heartland in writing; (f) export or use the Software or Documentation in violation of United States, Canadian, or other applicable laws or regulations; (g) remove or obscure any proprietary or other notices contained in any Service; or (h) use any Service in violation of the terms and conditions of this Agreement or applicable law.
- 2.3 **Heartland Technology.** Customer agrees that Heartland retains all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, all Documentation and Software, and any and all related and underlying technology; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated (collectively, “**Heartland Technology**”). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Heartland Technology is granted to Customer. Further, Customer acknowledges that the Service is offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for any Service.
- 2.4 **Delivery.** Delivery shall be deemed complete when Heartland provides notification to Customer that Customer has the ability to access the Software.
- 2.5 **Commercial Computer Software.** The Software was developed at private expense, is commercial, and is published and copyrighted. The Software may be transferred to the U.S. government only with the prior written consent of Heartland and solely with “Restricted Rights” as that term is defined in 48 CFR § 52.227-19. In no event will the Software be licensed to Customer with rights greater than those set forth in 48 CFR § 52.227-19.

3. Privacy and Data Security

- 3.1 Heartland has in place robust data security protections, including data systems monitoring, data encryption, incident response plans, limitations on access to PII, safeguards to ensure PII is not accessed by unauthorized persons, and destruction of PII when no longer needed or required to be maintained.
- 3.2 Heartland complies with all FERPA requirements, and uses PII only to provide the Services.
- 3.3 Heartland takes the following specific steps to ensure information security:
 - 3.3.1. limits internal access to education records to employees or agents that have legitimate educational interests and have agreed to keep such information confidential;
 - 3.3.2. does not use education records for any other purposes than those explicitly authorized in this Agreement;
 - 3.3.3. does not disclose any PII to any third party: (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order, after providing notice to Customer, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - 3.3.4. maintains reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody;
 - 3.3.5. uses encryption technology to protect data while in motion or in its custody from unauthorized disclosure.
- 3.4 **Data Breach.** Heartland will notify Customer of any breach of Heartland's security resulting in an unauthorized release of or access to Customer Data that is in violation of applicable state or federal law or this Agreement, in the most expedient way possible and without unreasonable delay.

4. Software Support

- 4.1 **Software Support Services.** During the Initial Support Term and any Renewal Support Term, Heartland shall provide Support Services to Customer subject to: Customer's payment of the Support Fees set forth in Exhibit A, attached hereto, and (ii) Customer's compliance with its obligations set forth in this Agreement.
 - 4.1.1. **Help Desk.** Heartland will provide Customer with reasonable Help Desk assistance during the Support Times regarding the installation and implementation of the Subscription, and the identification, diagnosis and correction of Errors. Heartland will attempt to resolve any support questions posed by Customer. If Heartland reasonably determines that it would be appropriate to do so, Heartland may defer resolution of a support question until a later time. At its discretion, Heartland may provide Customer with Help Desk support during times other than the Support Time and/or beyond the maximum number of monthly and/or annual Support Incident limits (if applicable) at Heartland's then standard rates. Customer shall be responsible for paying charges for such additional Help Desk support.
 - 4.1.2. **Web Site.** Heartland will provide Customer with access to technical information via its web site(s) on the internet.
 - 4.1.3. **Enhancements.** Heartland will provide Customer with copies of all Minor Enhancements at no additional cost. Major Enhancements are not included unless specifically agreed herein. Heartland may, but is not obligated to, offer Major Enhancements to Customer at a reduced fee.
 - 4.1.4. **Excluded Services.** Support Services do not include training, installation, consultant services, or on-site support. However, these services are available at an additional charge to the customer.

4.2 Procedures for Submitting Support Incidents or Subscription Enhancements.

- 4.2.1. **Notification.** Customer must notify Heartland immediately of any suspected Error, and must provide reasonable detail of the nature of and circumstances surrounding the Error. "Reasonable detail" includes complete Subscription, hardware and network configuration information as requested by Heartland. **Notification means (listed in order of preference and efficiency):**

- a) Logging a case directly into customer portal website;
 - b) Sending a detailed email to the support center; or
 - c) Calling into Heartland's technical Help Desk via Heartland's toll-free number.
- 4.2.2. Remote Diagnostics.** Heartland may perform any Error diagnostic or correction work via remote communication. If such remote support is unable to resolve the Error, Heartland may require Customer to provide data files on removable media via overnight courier (or other shipping method that provides end-to-end tracking) or other mutually agreed upon electronic medium at Customer's expense.
- 4.2.3. Error Correction.** Heartland will make reasonable efforts to resolve reported, reproducible Errors. Customer will promptly provide Heartland with all information requested by Heartland to reproduce and resolve Errors. For each Error, Heartland will use reasonable efforts to provide Customer with (a) a work-around, (b) a Software patch or, (c) if Heartland cannot provide Customer with either (a) or (b), a specific action plan, including a good faith timing estimate, for resolving the Error.
- 4.3 Error Priorities and Response Times.** Heartland will use reasonable efforts to communicate with Customer, by telephone, e-mail, or Heartland's website as described below, regarding Errors that are reported during the Support Times. For purposes of this Agreement, a "response" means Heartland's acknowledgment of an Error, and does not indicate that a resolution will be reached.
- 4.3.1. Level One Response:** Where a major fault occurs such that a business critical function is not operational, and major user inconvenience is being caused then, during Support Times, Heartland shall endeavor to respond within two hours.
- 4.3.2. Level Two Response:** Where a fault occurs such that a function is not operational, and while a workaround is available, the fault is causing significant user inconvenience then, during Support Times, Heartland shall respond within four hours.
- 4.3.3. Level Three Response:** Where a fault occurs such that a non-critical function is not operational, which is causing an inconvenient problem but is not causing significant user inconvenience then, during Support Times, Heartland shall respond within one business day; or
- 4.3.4. Level Four Response:** Where a fault occurs such that a cosmetic, non-urgent problem is being caused, e.g. a field is in the wrong position, then, during Support Times, Heartland shall respond within three business days.
- 4.4 Limitations on Support Services.** Notwithstanding anything to the contrary elsewhere in this Agreement, Heartland will have no obligation to provide any support services to Customer if:
- 4.4.1.** Such support relates to or involves any products, data, features, devices or equipment not provided or specified as compatible by Heartland;
 - 4.4.2.** Customer or a third party has altered or modified any portion of the Software in any manner without the prior written consent of Heartland;
 - 4.4.3.** Customer has not installed or used the Software in accordance with instructions provided by Heartland, including failure to follow implementation procedures;
 - 4.4.4.** Customer has failed to replace or update previous versions of the Software with Enhancements Heartland made available;
 - 4.4.5.** A party other than Heartland has serviced the Software and the Software no longer conforms to its specifications; or
 - 4.4.6.** Customer is not in full compliance with the other terms of this Agreement, or any other agreement between Heartland and Customer.

- 4.5 Hardware.** Support Services do not include computer hardware, computer network, electrical, telephone, interconnection, or the installation or repair of accessories, alterations, parts or devices not provided by Heartland.
- 4.6 Additional Services.** At Customer's request, Heartland may provide resources to perform additional services such as software development and testing for customization, modifications, additional training, custom reports and other custom developed services related to the Software (collectively "Professional Services"). Before providing Professional Services, the parties will mutually agree in writing on the scope and cost for Professional Services.

5. Customer Obligations

- 5.1 Customer Responsibility.** Customer accepts sole responsibility for (i) Customer's system configuration, design and requirements, (ii) the selection of the Software to achieve Customer's intended results, and (iii) modifications, changes or alterations to the Software by anyone other than Heartland or its agents that is not an Update. Customer acknowledges that it has had an opportunity to review the Documentation, it understands the functionality of the Software and its ability to work with Customer's systems and to support Customer's operations, and that it has made its own evaluation in deciding to license the Software. Customer shall follow Heartland's procedures and recommendations in resolving Errors or submitting Support Incidents.
- 5.2 Self Help.** Before contacting Heartland for Support Services, Customer should review the following (i) Heartland's FAQ's, which provide answers to many commonly asked questions, and are continually updated, (ii) Online Video Tutorials, (iii) the help documentation related to each Software module.
- 5.3 Access.** During the Initial Support Term or any Renewal Support Term, Customer will provide Heartland with reasonable access (via remote or on-site access) to Customer's copies of the Software to the extent necessary, in Heartland's discretion, to enable Heartland to provide the Support Services.
- 5.4 Communications Link.** During the Term, Customer will, at its sole expense, provide internet access to Heartland, which Heartland may use to provide Support Services. Heartland will have no liability to Customer if Heartland's ability to provide Support Services is impaired by Customer's inability to provide the functionality required for remote support.
- 5.5 Support Contact.** Customer shall designate one employee and one alternate as its Support Contacts to be generally available during the Support Times to confer with Heartland regarding Errors, Enhancements, and other support-related issues. Customer is responsible for ensuring that the above Support Contacts have sufficient training to attain and maintain competence in using the Software. Customer shall notify Heartland promptly of any changes in the Support Contacts. Heartland will provide technical support only to Customer's Support Contacts. Upon Customer request, Heartland may provide additional Support Services to any of Customer's employees, representatives, or consultants, which will be treated as Professional Services and subject to a written mutual agreement.
- 5.6 Verification and Audit.** Within thirty (30) days after a written request by Heartland, submitted no more than once annually, Customer shall furnish to Heartland a certification signed by an appropriate officer of Customer certifying that Customer is using the Software in accordance with the terms of this Agreement. No more often than once annually, Heartland may conduct an audit of Customer's use of the Software to ensure compliance with this Agreement.

6. Term and Termination

- 6.1 Term.** This Agreement will commence on the Effective Date and will continue for a term of five (5) years. Thereafter, the Agreement will not automatically renew. The Customer may terminate the Agreement by giving ninety (90) days written notice prior to the end of any billing term. The terms and conditions in this Agreement will remain in effect for as long as Heartland provides Services to Customer.
- 6.2 Software Subscription Terms.** Unless otherwise agreed, Heartland will provide and bill for Services on an August 1 through July 31 basis. Customer's Initial Term is from the Effective Date through July 31st

of the following calendar year. Customer's Renewal Term is the successive one (1) year periods from August 1 through July 31.

6.3 Termination for Cause. Either Party may terminate this Agreement if the other Party commits a material breach of the terms of this Agreement, and such noncompliance remains uncured for more than thirty (30) days after written notice thereof.

6.4 Effect of Termination. Upon termination, to the extent Customer has no legal or regulatory requirement to retain it, Customer shall immediately cease using and destroy or return to Heartland all copies of Heartland's Confidential Information, including, without limitation, all Software and Documentation in any form, including partial copies and modified versions, and shall certify in writing to Heartland that all such copies have been destroyed or returned.

6.5 Remedies. Except as expressly provided otherwise in this Agreement, (i) all remedies available to either party are cumulative and not exclusive; and (ii) termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief. Upon termination, all amounts owed under this Agreement and all Attachments shall immediately become due and payable.

7. Fees and Payment Terms

7.1 License Fees. The applicable software fees, including for the initial Software license, Subscription, and Support ("Software Fee") are set forth in the Proposal. Heartland reserves the right to increase the annual Subscription fees by not more than ten percent (10%) per year over the applicable amount for the immediately preceding year.

7.2 Payment Procedures. On or before the Effective Date, and on an annual basis 60 days prior to any Renewal Term, Heartland will invoice Customer for all Subscription Fees incurred by Customer pursuant to this Agreement. Customer shall pay all invoiced amounts in U.S. dollars within thirty (30) days of the date of invoice. All Software fees are non-refundable and non-cancelable.

7.3 Late Fees. Late payments of fees are subject to a late charge equal to the lesser of eighteen percent (18%) per year or the highest rate permitted by applicable law.

7.4 Taxes. Customer is solely and exclusively responsible for the payment of any required federal, state and local taxes arising from or relating to the Services, except for taxes related to the net income of Heartland and any taxes or obligations imposed upon Heartland under federal, state and local wage laws. Customer shall fully reimburse and indemnify Heartland for any amounts actually paid by Heartland or withheld by Customer for any such taxes or levies within thirty (30) calendar days after the date on which Heartland gives notice thereof to Customer.

7.5 Nonpayment. In addition to all rights exercisable by Heartland, if Customer fails to pay for more than 60 days, Heartland reserves the right to suspend Services under this Agreement, and take any other action to which it is entitled under law.

7.6 Purchase Orders. If Customer requires a purchase order, Customer will inform Heartland of the purchase order number and dollar amount. Customer agrees that the absence of a purchase order, or other document may not be raised as a defense to avoid Customer's payment obligations hereunder. Terms and conditions contained in a Customer purchase order will not be binding on Heartland, and will have no effect on Heartland's provision of Services under this Agreement.

7.7 Title. Title to any tangible objects, including Hardware vests in Customer upon Heartland's shipment to Customer.

8. Indemnification

8.1 Intellectual Property Indemnification. Subject to Section 8.4 below, Heartland will indemnify, defend and hold Customer harmless from and against all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, brought against the indemnified party by a third party (collectively, "Losses"), incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer alleging that the use of the Services as permitted hereunder infringes any

United States copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (i) use of the Services in violation of this Agreement or applicable law, (ii) use of the Services after Heartland notifies Customer to discontinue use because of an infringement claim, (iii) any claim relating to any third party content or Customer Data or (iv) modifications to the Services made other than by Heartland. If the Services are held to infringe, Heartland will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Services with non-infringing Services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Service Order Form and refund any prepaid unused fees Customer paid Heartland for the infringing Services. The rights and remedies granted Customer under this Section 5.1 state Heartland's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

8.2 Data Breach Indemnification. Heartland agrees to comply with the requirements of all applicable laws that require the notification of individuals in the event of unauthorized release of PII, or other security event requiring notification, to the extent such laws expressly apply to Heartland. In the event of a breach of any of Heartland's security obligations or other event requiring notification under applicable law, Heartland agrees to notify Customer promptly and in accordance with applicable law, if legally permitted to do so, and assume responsibility for informing all such individuals in accordance with applicable law, and to indemnify, hold harmless and defend Customer and its employees from and against any and all claims, damages, or causes of action directly related to the unauthorized release.

8.3 Customer Indemnification. To the extent permitted by applicable law, and subject to Section 8.4 below, Customer shall indemnify, defend, and hold Heartland harmless from and against any and all Losses relating to Customer's production or distribution of any materials resulting from use of the Services: (i) are factually inaccurate, misleading or deceptive; (ii) infringe or misappropriate any intellectual property rights any third party; (iii) are libelous, defamatory, obscene or pornographic, (iv) comprise unsolicited commercial e-mail or spam, or (v) violate civil or criminal laws or regulations, including those regulating the use and distribution of content on the internet and protection of personal privacy, provided that such Losses are not solely attributable to (y) a nonconformity of the Software to perform substantially in accordance with the Documentation or (z) the Services violating any applicable civil or criminal laws or regulations.

8.4 Indemnification Procedure. The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

9. Warranty/Limitation of Liability

9.1 Heartland's Limited Warranty. Heartland warrants that the Services will be performed by in a timely and professional manner. Heartland further warrants that the Services will be performed in all material respects in compliance with the functions described in the Documentation. If Customer notifies Heartland within fifteen (15) days of Customer's discovery the performance of the Services that the Services are not functioning as intended, Heartland will use good faith efforts to make the Services function as intended at no additional cost to Customer. Heartland does not warrant that it will be able to correct all defects in the Services reported by Customer. Heartland makes no warranty regarding features or services provided by third parties. The remedies set out in this subsection shall only apply if the applicable Services have been utilized by Customer in accordance with the terms of this Agreement and applicable law.

9.2 NO OTHER WARRANTY. HEARTLAND DOES NOT REPRESENT THAT THE SERVICES OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR WILL MEET CUSTOMER'S OR ANY USER'S REQUIREMENTS. HEARTLAND DOES NOT REPRESENT THAT THE

OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING, BUT NOT LIMITED TO, THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 6.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES OFFERED BY HEARTLAND. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND SOFTWARE ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

9.3 Consequential Damage Waiver. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS AND COSTS, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

9.4 Limitation of Liability. THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ("LOSS") ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO HEARTLAND FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INTELLECTUAL PROPERTY INDEMNIFICATION UNDER SECTION 8.1 OR DATA BREACH INDEMNIFICATION UNDER SECTION 8.2 ABOVE. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS BETWEEN THE PARTIES AND THE PRICING OFFERED TO CUSTOMER FOR THE SERVICES REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

10. Confidentiality.

10.1 Confidential Information. "Confidential Information" means all information provided to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") that is designated in writing as proprietary or confidential or which a reasonable person familiar with the Disclosing Party's business and the industry in which it operates ought to know is of a confidential or proprietary nature. Confidential Information includes, but is not limited to, any internal processes, and all personal information of any Users, including, but not limited to, names, addresses, telephone numbers, email addresses, account numbers, personal data, and demographic, financial, and transaction information.

10.2 Non-Disclosure of Confidential Information. During the term of this Agreement and following termination or expiration of this Agreement, and except as otherwise set forth in Sections 10.3 and 10.4, the Receiving Party shall only use the Disclosing Party's Confidential Information for the purpose for which it was disclosed and shall not disclose such Confidential Information to any third party, except as required to perform under this Agreement or Service Order Form. The Receiving Party shall protect the Disclosing Party's Confidential Information in the same manner it protects its own confidential information, but in no event shall it protect the Disclosing Party's Confidential Information with less than commercially reasonable care. The Receiving Party shall only provide Confidential Information of the Disclosing Party to those of the Disclosing Party's employees, agents or business partners who have a need to know such Confidential Information in the course of the performance of their job duties and who are bound by a contractual duty of confidentiality no less protective than the Receiving Party's duties of confidentiality hereunder.

10.3 Exclusions. Notwithstanding the foregoing, Confidential Information will not include information that (i) was previously known free of any obligation to keep it confidential as evidenced by competent proof thereof; (ii) is or becomes publicly available, by other than unauthorized disclosure; (iii) is rightfully

received by the Receiving Party from a third party without restriction and without breach of this Agreement; (iv) is approved for release by prior written approval of the Disclosing Party; or (v) is otherwise required by law, legal process or government regulation, provided that it gives the Disclosing Party reasonable prior written notice to permit the Disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

10.4 Return and Retention of Confidential Information. Upon termination of this Agreement, Customer shall promptly return or destroy all Confidential Information of Heartland in its possession. Upon termination of this Agreement, Heartland shall retain all Customer Data and other documents relative to this Agreement subject to the protections herein for as long as legally required to meet its legal, regulatory, and PCI compliance obligations.

10.5 No Adequate Remedy at Law. The Parties acknowledge and agree that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of the obligations of confidentiality in this Section 10. The Parties further acknowledge that any such breach may result in irreparable harm, and therefore, that upon any such breach or any threat thereof, a Party shall be entitled to seek appropriate equitable relief, including but not limited to injunction, in addition to whatever remedies it may have at law. In the event a Party should seek an injunction or other equitable relief, the other Party hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security.

11. Miscellaneous

11.1 Entire Agreement. This Agreement, together with any exhibits, constitutes the entire agreement between Customer and Heartland and supersedes any other prior agreements or understandings, whether oral or written, regarding the Services to be provided by Heartland. If a provision of this agreement is deemed null and void, invalid or without effect, the remainder of this agreement shall remain in effect. No amendment to or modification of this Agreement will be binding unless in writing and signed by both parties.

11.2 Force Majeure. With the exception of Customer's obligations to pay Heartland monies due under this Agreement, neither party shall be liable to the other for delay or failure to perform any obligation hereunder resulting from an event of force majeure, including (without limitation) acts of God or of the public enemy, fire, storm, flood, explosion, earthquake, hurricane, riots, wars, hostilities, civil commotion, strikes or labor disputes, interruption of supply, law or regulation, governmental action, or any other cause beyond the control of that party.

11.3 Governing Law, Venue and Jurisdiction. This Agreement shall be construed and governed by the laws of the State of Illinois without regard to legal principles related to conflict of laws. Any action arising out of or relating to this Agreement shall be brought only in the Circuit Court of Cook County, Illinois. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all actions, and further waive any claim that such Action is brought in an improper or inconvenient forum. In any action, the parties waive trial by jury.

11.4 Notices. Unless otherwise specified in this Agreement, all notices shall be in writing and shall be mailed (via registered or certified mail, return receipt requested), telecopied, telegraphed, delivered by a nationally recognized express courier service, or personally delivered to the other party at the address set forth below (or at such other address as either party may designate in writing to the other party). All notices will be effective upon receipt.

For Heartland: President, Heartland School Solutions
765 Jefferson Rd #400
Rochester, NY 14623

with a copy to: General Counsel
Global Payments Inc.
3550 Lenox Rd. NE, Suite 3000

Atlanta, GA 30342

For Customer: Director of Technology
Lincolnwood School District 74
6950 N. East Prairie Rd
Lincolnwood, IL 60712

11.5 Severability. If any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable statute, rule of law, or public policy, such provision shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties agree to replace any such invalid, illegal, or unenforceable provision with a new provision that has the most nearly similar permissible legal and economic effect.

11.6 Headings. Headings are included in this Agreement as a matter of convenience only and shall not be controlling with regard to the interpretation of this Agreement.

11.7 Amendments. This Agreement shall not be modified except by written amendment signed by each of the Parties.

11.8 Assignment. This Agreement shall be binding upon and for the benefit of Heartland, Customer and their permitted successors and assigns. Heartland may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation in violation of this section will be void.

11.9 Relationship of the Parties. Heartland and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

HEARTLAND PAYMENT SYSTEMS, LLC

LINCOLNWOOD SCHOOL DISTRICT 74

SIGNATURE:  _____

SIGNATURE: _____

BY: Jeremy Loch
TITLE: SVP & General Manager,
School Solutions

BY:
TITLE:
DATE:

DATE: 9/14/21

Heartland

Heartland Payment Systems
dba Heartland School Solutions
Heartland, PO Box 936565,
Atlanta, Georgia 31193-6565

Invoice

Invoice : HSSREC015022
Due Date : 08/30/2021
Date : 07/31/2021
Page No : 1 / 1

AUG 9 2021

Bill To: Lincolnwood School District 74 6950 N East Prairie Rd, Marvin Garlich Admin Bldg Lincolnwood, IL 60712-2520 United States	Ship To: Lincolnwood School District 74 6950 N East Prairie Rd, Admin Bldg Lincolnwood, IL 60712-2520 United States
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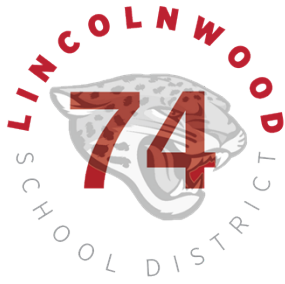
Purchase Order No	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date
ANNUAL SUPPORT	HSS4327852-017693		Ground	Net 30	07/31/2021

Ordered	Invoiced	Item Number	Description	Unit Price	Ext Price
3	3	HSS4401	SUB: MealViewer Digital Suite Subscription 08/01/21 - 07/31/22	\$480.00	\$1,440.00

Comments:	Subtotal	\$1,440.00
	Tax	\$0.00
	Freight	\$0.00
	Trade Discount	\$0.00
	Total	\$1,440.00
	Payment Received	\$0.00
	Credits/Refunds	\$0.00
	Adjustments	\$0.00
	Amount Due	\$1,440.00

10.0.2560.470.00-0000-00

REMIT PAYMENT TO: Heartland, PO Box 936565, Atlanta, Georgia 31193-6565
Email: Invoices@e-hps.com
Phone No: 1.800.724.9853 Option 8



Executive Summary Finance Committee Meeting

DATE: September 23, 2021
TOPIC: 2021 Levy Draft
PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose:

The Administration annually presents the Board of Education with the Property Tax Levy. Essentially, it is a formal request intended to ask the Cook County Clerk to extend real estate tax collections to the District. The levy must be filed with Cook County on or before the last Tuesday in December.

Background:

Please review the attachments for a 2020 levy review, 2021 levy calendar, historical data, levy calculations and corresponding fund balance projections.

Fiscal Impact:

The fiscal impact of the levy depends on the chosen scenario. The recommended 1.74% increase on the prior year's capped funds extension is estimated as follows:

	2020 Extension (Given)	2021 Levy (Ask)	Change vs. Prior Year
Capped Funds	\$23,383,318	\$23,789,277	1.74%
Debt Service	\$1,717,915	\$1,731,690	0.80%
Total	\$25,101,233	\$25,520,967	1.67%

Recommendation:

This summary is for informational purposes. The Administration requests direction from the Finance Committee in order to make a Tentative Levy recommendation to the Board of Education during next month's meeting.



2021 Levy Draft

Finance Committee Meeting
September 23, 2021

Levy Calendar 2021

Dates	Events	Tasks
September 23	Finance Committee Meeting	Review 2020 Levy & Present 2021 Levy Draft
October 21	Finance Committee Meeting	Reach consensus on 2021 tax levy for November's Board Of Education meeting
November 4	Board of Education Meeting	Adopt Estimated Tax Levy by Resolution and get approval to publish the Notice
November 15	Publish Notice of Proposed Property Tax Increase (May Not be Required)	Approve Notice with <i>Lincolnwood Review</i> by Nov.15 for Nov. 18 publication
November 18	Finance Committee Meeting	Final Levy Review
December 2	Board of Education Meeting with Public Hearing	Adopt Final 2021 Levy
December 3	Upload Levy on Cook County Clerk's Website	Submit Adopted Levy to CCC before the 76 12/28/2021 deadline

Cook County Levy Cycle

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2021			Spring Collection of 2020 Taxes (55% of 2019 Extension)			FY21 Ends	FY22 Starts	Summer Collection of 2020 Taxes (2020 Extension - Spring Collection)	X			File 2021 Levy-Impacts 2021 Tax Bill Paid in 2022
2022			Spring Collection of 2021 Taxes (55% of 2020 Extension)			FY22 Ends	FY23 Starts	Summer Collection of 2021 Taxes (2021 Extension - Spring Collection)				File 2022 Levy-Impacts 2022 Tax Bill Paid in 2023
2023			Spring Collection of 2022 Taxes (55% of 2021 Extension)			FY23 Ends	FY24 Starts	Summer Collection of 2022 Taxes (2022 Extension - Spring Collection)				File 2023 Levy-Impacts 2023 Tax Bill Paid in 2024

Historical Tax Extensions and Estimated 2021 Levy

Lincolnwood School District 74

Equalized Assessed Value							2021 Draft Equalized Assessed Value	
Existing EAV	560,789,928	657,204,464	668,535,078	656,009,814	689,272,436	693,801,908	751,218,668	Est. 1.8% on 2020 Total EAV
New/Growth/TIF	5,393,948	861,384	1,570,932	1,308,720	970,415	44,133,915	2,300,000	Est. New/Growth/TIF
Total EAV	566,183,876	658,065,848	670,106,010	657,318,534	690,242,851	737,935,823	753,518,668	Estimated Total 2021 EAV

Historical Data							2021 Draft Tax Levy Percent	
Consumer Price Index	0.8%	0.7%	2.1%	2.1%	1.9%	2.3%	1.4%	Consumer Price Index (CPI-U)
Existing EAV v. Prior Yr. Total	-2.7%	16.1%	1.6%	-2.1%	4.9%	0.5%	1.8%	Existing EAV v. Prior Yr. Total
New/Growth v. Existing EAV	1.0%	0.1%	0.2%	0.2%	0.1%	6.4%	0.3%	New/Growth v. Existing EAV

Tax Levy Rate							2021 Draft Estimated Tax Levy Rate	
Educational	2.9876	2.5920	2.5637	2.6634	2.5663	2.5780	2.5670	Educational
Special Ed	0.0530	0.0460	0.0455	0.0473	0.0457	0.0473	0.0486	Special Ed
Operations and Maintenance	0.3359	0.2914	0.2882	0.3120	0.3047	0.3072	0.3147	Operations and Maintenance
Transportation	0.0884	0.0767	0.0759	0.0637	0.0656	0.0763	0.1081	Transportation
Municipal Retirement	0.0309	0.0268	0.0265	0.0275	0.0266	0.0255	0.0270	Municipal Retirement
Social Security	0.0265	0.0230	0.0228	0.0389	0.0440	0.0477	0.0540	Social Security
Working Cash	0.0001	0.0001	0.0001	0.0001	0.0001	0.0001	0.0001	Working Cash
Tort Immunity	0.0001	0.0001	0.0001	0.0001	0.0115	0.0161	0.0301	Tort Immunity
Life Safety	0.0221	0.0192	0.0677	0.0704	0.0682	0.0706	0.0635	Life Safety
Sub-total Capped Funds	3.545	3.075	3.091	3.223	3.133	3.169	3.2131	Sub-total Capped Funds
Debt Service Bond & Interest	0.1958	0.1687	0.1653	0.1972	0.2490	0.2328	0.2339	Debt Service Bond & Interest
Total Tax Rate	3.740	3.244	3.256	3.421	3.382	3.402	3.4470	Estimated Total Tax Rate

Tax Levy Extension							2021 Draft Tax Levy (The Ask)	
Educational	16,915,476	17,057,066	17,179,507	17,507,021	17,713,702	19,024,100	19,005,500	Educational
Special Ed	300,275	302,710	304,898	310,911	315,440	349,230	360,000	Special Ed
Operations & Maintenance	1,901,740	1,917,603	1,931,245	2,050,833	2,103,169	2,266,659	2,330,000	Operations and Maintenance
Transportation	500,458	504,736	508,610	418,711	452,799	563,103	800,000	Transportation
Municipal Retirement	175,161	176,361	177,578	180,762	183,604	187,822	200,000	Municipal Retirement
Social Security	150,138	151,355	152,784	255,696	303,706	351,688	400,000	Social Security
Working Cash	501	658	670	657	690	764	777	Working Cash
Tort Immunity	501	658	670	657	79,377	118,780	223,000	Tort Immunity
Life Safety	125,115	126,348	453,661	462,752	470,745	521,172	470,000	Life Safety
Sub-total Capped Funds	20,069,365	20,237,495	20,709,623	21,188,000	21,623,232	23,383,318	23,789,277	Sub-total Capped Funds
<i>Current vs. Prior Capped Fund</i>	<i>1.79%</i>	<i>0.84%</i>	<i>2.33%</i>	<i>2.31%</i>	<i>2.05%</i>	<i>8.14%</i>	<i>1.74%</i>	<i>Levy vs. Prior Capped Ext.</i>
Invisible Due to Truncation	2,986	4	1,344	2,635	2,076	3,344		
Debt Service Bond & Interest	1,108,588	1,110,157	1,107,685	1,296,232	1,718,705	1,717,915	1,731,690	Debt Service Bond & Interest
Total Tax Extension	21,180,939	21,347,656	21,818,652	22,486,867	23,344,013	25,104,577	25,520,967	Total Levy 2021

* Denotes Triennial Assessment Year

2020 Levy Review: Capped Funds Results

Capped Funds	Levy (Ask)	Ext. (Given)	Difference
Educational	\$18,470,000	\$19,024,100	\$554,100
Special Ed.	\$339,058	\$349,230	\$10,172
Op. & Maint.	\$2,200,640	\$2,266,659	\$66,019
Transportation	\$546,702	\$563,103	\$16,401
IMRF	\$182,351	\$187,822	\$5,471
Social Security	\$341,445	\$351,688	\$10,243
Working Cash	\$742	\$764	\$22
Tort Immunity	\$115,320	\$118,780	\$3,460
Health Life Safety	\$505,992	\$521,172	\$15,180
Total Capped	\$22,702,250	\$23,383,318	\$681,068

Prior Year Capped: Levy was \$21,717,846 & Extension was \$21,623,232

2020 Levy Review: Non-Capped Funds Results

Fund	SD74 Entry	Extension	Difference
Debt Service	\$1,636,400	\$1,717,915	\$81,515

Prior Year Non-Capped: Entry was \$1,637,400 & Extension was \$1,719,270

2020 Levy Review: Overall Results

Fund	SD74 Levy	Extension	Difference
Capped Funds	\$22,702,250	\$23,383,318	\$681,068
Debt Service	\$1,636,400	\$1,717,915	\$81,515
Overall	\$24,338,650	\$25,104,577*	\$762,583

**The sum is \$25,101,233 but the Grand Total Extended was \$25,104,577 due to mathematically rounding off dollars*

Assumptions Used to Calculate the 2021 Levy

Pertinent Factors	Assumptions	Details
PTELL-Tax Capped	Yes	Limited by CPI since it is not >5%
Consumer Price Index	1.40%	CPI for 2020 year applies to 2021 Levy
Actual Total EAV 2020	737,935,823	Equalized Assessed Value for Lincolnwood
Estimated EAV 2021	751,218,668	No current reassessment info released, pandemic, 2019 was a triennial year
% Change in EAV	1.8%	
Estimated New Property	2,300,000	Based off of New/Growth history
Estimated Total EAV 2021	753,518,668	Estimated EAV + New Growth
Total Change from 2020	2.11%	$753,518,668 / 737,935,823 - 1$
Bonds Outstanding	4	Series: 2015, 2016, 2018, 2021
Capped Extension 2020	23,383,318	Determined by Cook County Clerk
Debt Extension 2020	1,717,915	Determined by Cook County Clerk
Total Extension 2020	25,104,577	Determined by Cook County Clerk

2021 Debt Service: 4 Bonds Outstanding

Lincolnwood School District 74
Series 2015, 2016, 2018 and 2021 Bond Issues
Debt Service By Levy Year

Levy Year	Series 2015 Debt Service	Series 2016 Debt Service	Series 2018 Debt Service	Series 2021 Debt Service	Capitalized Interest	District Contribution	Debt Service Levy
2020	889,700.00	164,100.00	582,600.00	110,622.78	(57,523.85)	(53,098.93)	1,636,400.00
2021	889,300.00	164,100.00	583,200.00	187,850.00	-	(92,760.39)	1,731,689.61
2022	890,600.00	164,100.00	583,200.00	187,850.00	-	(94,060.39) ⁽¹⁾	1,731,689.61
2023	891,150.00	164,100.00	177,600.00	497,850.00	-	-	1,730,700.00
2024	890,950.00	164,100.00	177,600.00	181,650.00	-	-	1,414,300.00

The bottom of this table was cropped. Series 2015 extends to Levy 2024, Series 2016 extends to Levy 2029, Series 2018 extends to Levy 2034, Series 2021 extends to Levy 2038

2021 LEVY CALCULATION PAGE

Original Assumptions

Consumer Price Index	1.40%
Actual Total EAV for 2020	\$737,935,823

Legend

District Assumptions & Data Entry
Calculated Values
Review Needed

Limiting Rate: $\frac{\text{Prior Year Extension} \times (1 + \text{Lesser of 5\% or CPI})}{\text{Total EAV} - \text{New Property}}$

Estimated Existing EAV % change for 2021	1.80%
Estimated Existing EAV Value for 2021	\$751,218,668

Estimated New Property for 2021	\$2,300,000
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Limiting Rate	3.1563
Estimated Capped Extension	\$23,783,279.26

Estimated Total EAV for 2021	\$753,518,668	<i>Includes New Property</i>
Estimated Total EAV % change for 2021	2.11%	<i>Includes New Property</i>

	Prior Year Extension	Statutory Maximum Tax Rate	Individual Fund Estimated Maximum Extension	Weighted Extension Based on Prior Year Extension	Levy Amount \$	Levy Increase %	Final Levy Amount
Educational	\$19,024,100.00			\$19,349,498.77	\$19,005,500		\$19,005,500.00
Operations & Maintenance	\$2,266,659.00	0.55	\$4,144,352.67	\$2,305,429.19	\$2,330,000		\$2,330,000.00
Transportation	\$563,103.00			\$572,734.63	\$800,000		\$800,000.00
Working Cash	\$764.00	0.05	\$376,759.33	\$777.07	\$777		\$777.00
Municipal Retirement	\$187,822.00			\$191,034.61	\$200,000		\$200,000.00
Social Security	\$351,688.00			\$357,703.47	\$400,000		\$400,000.00
Fire Prevention & Safety *	\$521,172.00	0.10	\$753,518.67	\$530,086.42	\$470,000		\$470,000.00
Tort Immunity	\$118,780.00			\$120,811.68	\$223,000		\$223,000.00
Special Education	\$349,230.00	0.40	\$3,014,074.67	\$355,203.42	\$360,000		\$360,000.00
Leasing	\$0.00	0.10	\$753,518.67	\$0.00			\$0.00
	\$0.00	0.00	\$0.00	\$0.00			\$0.00

Capped Extension	\$23,383,318.00
------------------	-----------------

\$23,783,279.26

Truth in Taxation		
Capped Levy	\$23,789,277.00	1.74%
		NO

Levy Amount Above Estimated Extension	\$5,997.74
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SEDOL IMRF Extension	\$0.00
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Estimated SEDOL IMRF Levy	\$0.00
<i>(Lake County Only, Included in Truth in Taxation Calculation)</i>	

SEDOL IMRF Levy	\$0.00
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Bond & Interest Extension	\$1,717,915.00
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Estimated Bond and Interest Levy	\$1,731,690.00
<i>(County Clerk Levies Bond & Interest for the District, Verify Records with County Clerk)</i>	

Bond & Int. Levy	\$1,731,690.00	0.80%
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Total Extension	\$25,101,233.00
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Total Levy	\$25,520,967.00	1.67%
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Fund Allocations on Recommended 2021 Levy

Capped Funds	2020 Extension	2020 Allocations	2021 Recommended	2021 Recommended
Educational	19,024,100	81.36%	19,005,500	79.89%
Special Ed	349,230	1.49%	360,000	1.51%
Op. & Maint.	2,266,659	9.69%	2,330,000	9.79%
Transportation	563,103	2.41%	800,000	3.36%
Municipal Ret.	187,822	0.80%	200,000	0.84%
Social Security	351,688	1.50%	400,000	1.68%
Working Cash	764	0.00%	777	0.00%
Tort Immunity	118,780	0.51%	223,000	0.94%
Life Safety	521,172	2.23%	470,000	1.98%
Totals	23,383,318	100%	23,789,277	100%

Recommended Levy Calculations: 1.74% Capped and 1.67% Total

	Weighted Extension Based on Prior Year Extension	Levy Amount \$	Levy Increase %	Final Levy Amount
Educational	\$19,349,498.77	\$19,005,500		\$19,005,500.00
Operations & Maintenance	\$2,305,429.19	\$2,330,000		\$2,330,000.00
Transportation	\$572,734.63	\$800,000		\$800,000.00
Working Cash	\$777.07	\$777		\$777.00
Municipal Retirement	\$191,034.61	\$200,000		\$200,000.00
Social Security	\$357,703.47	\$400,000		\$400,000.00
Fire Prevention & Safety *	\$530,086.42	\$470,000		\$470,000.00
Tort Immunity	\$120,811.68	\$223,000		\$223,000.00
Special Education	\$355,203.42	\$360,000		\$360,000.00
Leasing	\$0.00			\$0.00
	\$0.00			\$0.00

\$23,783,279.26

Truth in Taxation

Capped Levy **\$23,789,277.00** 1.74% **NO**

Levy Amount Above Estimated Extension **\$5,997.74**

Estimated SEDOL IMRF Levy **\$0.00**

(Lake County Only, Included in Truth in Taxation Calculation)

SEDOL IMRF Levy **\$0.00**

Estimated Bond and Interest Levy **\$1,731,690.00**

(County Clerk Levies Bond & Interest for the District, Verify Records with County Clerk)

Bond & Int. Levy **\$1,731,690.00** 0.78%

Total Levy **\$25,520,967.00** 1.67%

FUNDS	FY22 Beginning Fund Balance July 1, 2021	FY22 Projected R. E. Tax Revenues	FY22 Projected Other Revenues	FY22 Projected Expenditures	FY22 Transfers	FY23 Beginning Fund Balance July 1, 2022	FY23 Projected R.E. Tax Revenues	FY23 Projected Other Revenues	FY23 Projected Expenditures	FY24 Beginning Fund Balance July 1, 2023
Ed	10,612,790	18,891,770	3,861,577	-22,737,974	-65,000	10,563,163	19,361,194	3,848,863	-23,414,891	10,358,328
O&M	3,073,580	2,201,502	355,033	-2,311,775		3,318,340	2,364,838	168,336	-2,250,067	3,601,447
Debt	920,382	1,606,492	8,600	-1,821,048		714,426	1,739,267	8,600	-1,807,600	654,693
Trans.	1,201,985	589,808	540,000	-1,285,000		1,046,793	930,293	540,000	-1,349,250	1,167,836
IMRF	377,752	176,309	73,400	-258,174		369,287	206,698	73,400	-265,919	383,466
SS	-132,773	355,215	65,005	-381,210		-93,763	426,572	65,005	-392,646	5,167
Capital	757,792	0	138,878	-1,288,434	6,000,000	5,608,236	0	1,166,961	-3,754,143	3,021,054
WC	6,463,875	753	10,000	0	-6,000,000	474,628	784	10,000	0	485,412
Tort	17,744	135,297	0	-199,000	65,000	19,041	280,321	0	-214,920	84,442
HLS	4,018,659	513,982	30,000	-2,188,633		2,374,008	441,855	30,000	-348,624	2,497,239
TOTAL	27,311,786	24,471,128	5,082,493	-32,471,248	0	24,394,159	25,751,821	5,911,165	-33,798,061	22,259,084