



LINCOLNWOOD SCHOOL DISTRICT 74  
BOARD OF EDUCATION  
FINANCE COMMITTEE MEETING AGENDA  
THURSDAY, MARCH 24, 2022 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, March 24, 2022.*

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.

**The February Finance Committee Meeting was canceled due to light agenda.**

1. CALL TO ORDER/ROLL CALL

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair  
Jay 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 - **January 20, 2022**

4

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

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

- a. Fund Balance Report - **JANUARY 2022**

8

- b. INFORMATION/DISCUSSION: Finance Updates SD74 Fund Balance

32

5.	OLD BUSINESS	
6.	NEW BUSINESS	
	a.	<u><a href="#">INFORMATION/DISCUSSION/ACTION: 2022-2023 Glencoe Math Renewal for Grades 6-8</a></u> <u>38</u>
	b.	<u><a href="#">INFORMATION/DISCUSSION/ACTION: Thomson Reuters Clear Renewal for a 3-Year Term</a></u> <u>78</u>
	c.	<u><a href="#">INFORMATION/DISCUSSION: EBC (Employee Benefits Corporation) Announced FY23 Insurance Rates</a></u> <u>83</u>
	d.	<u><a href="#">INFORMATION/DISCUSSION: District Custodial Services Contract</a></u> <u>85</u>
	e.	<u><a href="#">INFORMATION/DISCUSSION: Workers' Compensation Proposals</a></u> <u>87</u>
	f.	<u><a href="#">INFORMATION/DISCUSSION/ACTION: AT&amp;T IP FLEX Technology and Plan</a></u> <u>125</u>
	g.	<u><a href="#">INFORMATION/DISCUSSION/ACTION: E Rate Category I – AT&amp;T High Speed Internet Access</a></u> <u>146</u>
	h.	<u><a href="#">INFORMATION/DISCUSSION/ACTION: E Rate Category II – SHI Wireless Access Points / Firewall Renewals</a></u> <u>171</u>
	i.	<u><a href="#">INFORMATION/DISCUSSION/ACTION: Renewal of Gaggle.Net, Inc. Contract for the 2022-23 School Year</a></u> <u>189</u>
	j.	<u><a href="#">INFORMATION/DISCUSSION/ACTION: District Technology Refresh for 2022-2023</a></u> <u>202</u>
	k.	<u><a href="#">INFORMATION/DISCUSSION/ACTION: K-8 Social Studies Curricular Adoption</a></u> <u>218</u>
	l.	<u><a href="#">INFORMATION/DISCUSSION/ACTION: 2022-2023 Northwest Evaluation Association (NWEA) Renewal</a></u> <u>268</u>
	m.	<u><a href="#">INFORMATION/DISCUSSION/ACTION: 2022-2023 Project Lead the Way (PLTW) Terms and Conditions</a></u> <u>292</u>
7.	<u><a href="#">INFORMATION/DISCUSSION: District Finance Update</a></u> <u>311</u>	
	a.	Natural Gas (no attachment)
	b.	Transportation for Regular Education and Charters for AUG 2022 - JUL 2023 (no attachment)
	c.	Frontline Absence and Substitute Management Software Renewal FY23-FY25 (no attachment)
	d.	Northeast Industrial TIF Surplus (no attachment)
8.	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, JANUARY 20, 2022 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*

*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, January 20, 2022.*

1. CALL TO ORDER/ROLL CALL

Chair Theodore called the Finance Committee meeting to order at 6:31 p.m.

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair  
Jay Oleniczak (BOE), Co-chair  
John P. Vranas (BOE)  
Maja Kenjar, Community Member

FINANCE COMMITTEE MEMBERS NOT PRESENT

Michael Bartholomew, Community Member  
Reuben George, 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  
Jordan Stephen, Director of Technology

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

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

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

4. FUND BALANCE REPORT

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

Courtney Whited, Business Manager/CSBO, provided the Fund Balance Report for November 2021.

5. OLD BUSINESS

## 6. NEW BUSINESS

### a. 2022-23 School Fees

Courtney Whited, Business Manager/CSBO, presented a historical analysis of school fees. The administration recommends holding fees at current levels. Courtney reviewed revenues the District has received from non-recurring sources in the past year. She also described the typical amount of fee collection along with the cycle of fee collection. The Committee discussed the purpose and philosophy of collecting fees in the District.

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 2022-23 School Fee Schedule, as presented.

### b. Public Act 102-0519 2021 Prior Year Levy Adjustment

Courtney explained that legislation was passed allowing the District to recoup funds lost from assessment reductions granted in the prior 12-month period. This would amount to \$427,387.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept the \$427,387 and will not file with the Cook County Clerk's Tax Extension Department a resolution to abate, adjust or remove this Levy Adjustment Fund.

### c. Post-Issuance Tax Compliance Reports

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept the findings contained in the Post-Issuance Tax Compliance Reports.

### d. Supplemental Savings Plan (SSP) from IL Teachers' Retirement System (TRS)

Courtney explained that TRS has created a 457 plan for all active members. The statute states the District must allow members to sign up for this plan. New Tier III staff will have to opt out of this program during the hiring process, if they do not want to participate in the SSP. The District does offer multiple 403(b) and 457(b) options with various companies. The Finance Committee requested District Legal Counsel amend the Resolution to include the updated language.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to adopt an amended Teachers' Retirement System Supplemental Savings Plan Resolution and approve the corresponding Employer Participation Agreement.

### e. Property/Casualty Insurance Alternatives to Collective Liability Insurance Cooperative (CLIC) and Workers' Compensation Alternatives to Illinois Public Risk Fund (IPRF)

Courtney reviewed a timeline of inquiries the District has made to ascertain the best rates in these insurance categories. Workers' Compensation rates are offering the greatest promise for premium savings. The Committee directed the Administration to explore final offers from Liberty Mutual and Accident Fund.

### f. Varsity Tutors for Schools, LLC

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve this contract from Varsity Tutors, LLC for online tutoring services in the amount of \$36,000 from December 1, 2021 - May 31, 2022.

### g. 2022-2023 Encyclopedia Britannica 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 Britannica School Subscription Renewal Contract in the amount of \$977.50 from January 31, 2022 to June 30, 2023.

h. 2022-2023 PebbleGo by Capstone 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 PebbleGo by Capstone Renewal Contract in the amount of \$1,340.22 from February 28, 2022 to June 30, 2023.

i. 2022-2023 PowerSchool Group, LLC Renewal Contracts for Registration and SIS Maintenance and Support

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve both PowerSchool Group, LLC Renewal Contracts for SIS Maintenance and Support in the amount of \$9,948.32 from March 9, 2022 to June 30, 2023 and for Registration and Enrollment in the amount of \$15,242.98 from February 1, 2022 to June 30, 2023.

j. Raptor Technologies, LLC Subscription Renewal Agreement

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 Agreement with Raptor Technologies, LLC for Visitor Management System in the amount of \$2,975 from February 1, 2022 to February 1, 2023.

k. 2022-23 Swiftreach Networks, LLC Agreement for SwiftK12 for PowerSchool – Unlimited Messaging

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve this Renewal Agreement from Swiftreach Networks, LLC for SwiftK12 for PowerSchool – Unlimited Messaging in the amount of \$2,517.98 from February 1, 2022 to June 30, 2023.

l. Learning A-Z / Vocabulary A-Z Renewal and Alignment

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 for Vocabulary A-Z in the amount of \$2,756.25 from January 11, 2022 to August 7, 2022

m. Flocabulary by Nearpod Inc. Renewal 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 approve the Flocabulary by Nearpod Inc. Renewal Quote in the amount of \$2,600 for the service dates between October 18, 2021 and October 17, 2022.

7. District Finance Updates

a. NEID TIF Surplus Progress

The TIF Surplus will be presented at the February Village of Lincolnwood board meeting.

b. School Maintenance Project Grant v. 2022

The School Maintenance Project Grant v. 2022 was granted to the District. The grant will be used for Rutledge Hall maintenance projects this summer.

c. Tax Objections 2011-2014

Legal Counsel is representing the District in these cases.

d. U.S. Department of Labor released the CPI-U for 2021- it is 7.0%  
Courtney reported the CPI rate for 2021 of 7.0%.

e. Courtney is working on the snow removal, natural gas, transportation, and custodial services contracts that are up for renewal.

## 8. ADJOURNMENT

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

The Finance Committee meeting was adjourned at 7:47 p.m.

The next Finance Committee meeting will be Thursday, February 17, 2022 at 6:30 p.m. The public is welcome.

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Peter D. Theodore, Chair

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Jay Oleniczak, Co-chair

Lincolnwood School District 74

Fund Balances

Fiscal Year: 2021-2022

Month: January

Year: 2022

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	\$11,050,000.38	(\$9,844,229.84)	\$0.00	\$11,818,560.11
20	OPERATIONS & MAINTENANCE	\$3,073,579.94	\$1,086,174.52	(\$1,234,761.84)	\$0.00	\$2,924,992.62
30	DEBT SERVICE	\$920,382.10	\$784,556.35	(\$1,488,822.77)	\$0.00	\$216,115.68
40	TRANSPORTATION	\$1,201,985.01	\$719,606.96	(\$586,458.69)	\$0.00	\$1,335,133.28
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$377,752.43	\$158,868.03	(\$135,008.84)	\$0.00	\$401,611.62
52	SOCIAL SECURITY AND MEDICARE	(\$132,773.50)	\$159,194.66	(\$165,193.33)	\$0.00	(\$138,772.17)
60	CAPITAL PROJECTS	\$757,792.10	\$41,623.65	(\$507,155.52)	\$6,000,000.00	\$6,292,260.23
70	WORKING CASH	\$6,463,874.68	\$19,522.53	\$0.00	(\$6,000,000.00)	\$483,397.21
80	TORT IMMUNITY	\$17,743.76	\$54,294.84	\$0.00	\$0.00	\$72,038.60
90	FIRE PREVENTION & SAFETY	\$4,018,659.43	\$260,403.36	(\$1,970,666.13)	\$0.00	\$2,308,396.66
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$27,311,785.52	\$14,334,245.28	(\$15,932,296.96)	\$0.00	\$25,713,733.84

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 01/31/2022

Fiscal Year: 2021-2022

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$25,322,849.28
Imprest Fund (+)	\$15,080.88
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$25,338,030.16
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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	\$25,337,563.13
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LIABILITIES

ACCOUNTS PAYABLE

Accounts Payable (+)	\$66,108.88
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Sub-total : ACCOUNTS PAYABLE	\$66,108.88
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OTHER CURRENT LIABILITIES

Other Liabilities (+)	\$35,178.05
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Payroll Liabilities (+)	(\$477,457.64)
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Sub-total : OTHER CURRENT LIABILITIES	(\$442,279.59)
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Total : LIABILITIES	(\$376,170.71)
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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) (+)	(\$1,598,051.68)
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Sub-total : NET INCREASE (DECREASE)	(\$1,598,051.68)
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Total : FUND BALANCE	\$25,713,733.84
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Total LIABILITIES + FUND BALANCE	\$25,337,563.13
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End of Report

# Lincolnwood School District 74

## Treasurers Report FUND- All Funds For the Period 01/01/2022 through 01/31/2022

Fiscal Year: 2021-2022

	<u>01/01/2022 - 01/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>REVENUE</b>					
<b>LOCAL SOURCES</b>					
Property Tax Receipts (+)	\$60,933.24	\$11,339,206.64	\$24,471,128.00	\$13,131,921.36	46.3%
Payments in Lieu of Taxes (+)	\$202,910.83	\$704,935.00	\$620,000.00	(\$84,935.00)	113.7%
Tuition Payments Received (+)	\$12,551.46	\$103,708.24	\$176,000.00	\$72,291.76	58.9%
Interest Revenue Received (+)	\$33,100.34	\$239,201.44	\$196,005.00	(\$43,196.44)	122.0%
Sales to Pupils & Adults (+)	\$13,320.65	\$77,455.62	\$110,000.00	\$32,544.38	70.4%
Activity Fees Received (+)	\$3,774.50	\$44,140.59	\$89,900.00	\$45,759.41	49.1%
Rental Revenue (+)	\$1,230.50	\$46,455.81	\$90,000.00	\$43,544.19	51.6%
Other Local Revenue (+)	\$14,331.56	\$65,206.73	\$739,250.00	\$674,043.27	8.8%
<b>Sub-total : LOCAL SOURCES</b>	<b>\$342,153.08</b>	<b>\$12,620,310.07</b>	<b>\$26,492,283.00</b>	<b>\$13,871,972.93</b>	<b>47.6%</b>
<b>STATE SOURCES</b>					
State Grants & Aid Received (+)	\$185,552.77	\$902,127.21	\$1,522,880.00	\$620,752.79	59.2%
<b>Sub-total : STATE SOURCES</b>	<b>\$185,552.77</b>	<b>\$902,127.21</b>	<b>\$1,522,880.00</b>	<b>\$620,752.79</b>	<b>59.2%</b>
<b>FEDERAL SOURCES</b>					
Federal Grants & Aid Received (+)	\$231,369.08	\$811,808.00	\$1,538,458.00	\$726,650.00	52.8%
<b>Sub-total : FEDERAL SOURCES</b>	<b>\$231,369.08</b>	<b>\$811,808.00</b>	<b>\$1,538,458.00</b>	<b>\$726,650.00</b>	<b>52.8%</b>
<b>Total : REVENUE</b>	<b>\$759,074.93</b>	<b>\$14,334,245.28</b>	<b>\$29,553,621.00</b>	<b>\$15,219,375.72</b>	<b>48.5%</b>
<b>EXPENDITURES</b>					
<b>REGULAR K-12 PROGRAMS</b>					
Salaries (-)	\$585,840.24	\$3,227,550.68	\$7,769,901.00	\$4,542,350.32	41.5%
Employee Benefits (-)	\$101,583.37	\$511,593.84	\$1,310,601.00	\$799,007.16	39.0%
Purchased Services (-)	\$8,453.20	\$127,766.68	\$241,500.00	\$113,733.32	52.9%
Termination Benefits (-)	\$26,914.73	\$172,117.64	\$405,933.00	\$233,815.36	42.4%
Supplies & Materials (-)	\$7,033.20	\$263,366.49	\$650,345.00	\$386,978.51	40.5%
Capital Expenditures (-)	\$0.00	\$76,016.76	\$192,500.00	\$116,483.24	39.5%
Other Objects (-)	\$0.00	\$0.00	\$1,200.00	\$1,200.00	0.0%
Non-Capitalized Equipment (-)	\$109.79	\$45,875.32	\$97,000.00	\$51,124.68	47.3%
<b>Sub-total : REGULAR K-12 PROGRAMS</b>	<b>(\$729,934.53)</b>	<b>(\$4,424,287.41)</b>	<b>(\$10,668,980.00)</b>	<b>(\$6,244,692.59)</b>	<b>41.5%</b>
<b>PRE-K PROGRAMS</b>					
Salaries (-)	\$16,788.38	\$92,336.09	\$218,560.00	\$126,223.91	42.2%
Employee Benefits (-)	\$5,250.80	\$27,047.43	\$78,095.00	\$51,047.57	34.6%
Supplies & Materials (-)	\$144.36	\$1,464.98	\$3,800.00	\$2,335.02	38.6%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
<b>Sub-total : PRE-K PROGRAMS</b>	<b>(\$22,183.54)</b>	<b>(\$120,848.50)</b>	<b>(\$301,455.00)</b>	<b>(\$180,606.50)</b>	<b>40.1%</b>
<b>SPECIAL ED PROGRAMS K-12</b>					
Salaries (-)	\$89,840.02	\$491,523.12	\$1,276,974.00	\$785,450.88	38.5%
Employee Benefits (-)	\$23,675.77	\$122,305.56	\$384,510.00	\$262,204.44	31.8%
Purchased Services (-)	\$0.00	\$299.99	\$500.00	\$200.01	60.0%
Supplies & Materials (-)	\$836.54	\$2,197.35	\$4,200.00	\$2,002.65	52.3%
Capital Expenditures (-)	\$0.00	\$5,476.24	\$8,000.00	\$2,523.76	68.5%
Other Objects (-)	\$0.00	\$355.00	\$300.00	(\$55.00)	118.3%
Non-Capital Equipment (-)	\$0.00	\$4,339.08	\$3,000.00	(\$1,339.08)	144.6%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2022 through 01/31/2022

Fiscal Year: 2021-2022

	<u>01/01/2022 - 01/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : SPECIAL ED PROGRAMS K-12	(\$114,352.33)	(\$626,496.34)	(\$1,677,484.00)	(\$1,050,987.66)	37.3%
<b>REMEDIAL &amp; SUPPLEMENTAL K-12</b>					
Salaries (-)	\$43,828.98	\$241,059.39	\$569,777.00	\$328,717.61	42.3%
Employee Benefits (-)	\$7,141.31	\$36,482.46	\$89,918.00	\$53,435.54	40.6%
Purchased Services (-)	\$0.00	\$45,276.56	\$45,303.00	\$26.44	99.9%
Supplies & Materials (-)	\$0.00	\$7,460.87	\$13,900.00	\$6,439.13	53.7%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$50,970.29)	(\$330,279.28)	(\$718,898.00)	(\$388,618.72)	45.9%
<b>INTERSCHOLASTIC PROGRAMS</b>					
Salaries (-)	\$238.88	\$40,617.81	\$90,000.00	\$49,382.19	45.1%
Employee Benefits (-)	\$6.44	\$2,481.80	\$4,275.00	\$1,793.20	58.1%
Supplies & Materials (-)	\$2,219.42	\$2,709.42	\$1,500.00	(\$1,209.42)	180.6%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Other Objects (-)	\$0.00	\$3,500.00	\$3,700.00	\$200.00	94.6%
Sub-total : INTERSCHOLASTIC PROGRAMS	(\$2,464.74)	(\$49,309.03)	(\$100,475.00)	(\$51,165.97)	49.1%
<b>SUMMER SCHOOL PROGRAMS</b>					
Salaries (-)	\$0.00	\$41,818.00	\$41,819.00	\$1.00	100.0%
Employee Benefits (-)	\$0.00	\$1,976.50	\$1,629.00	(\$347.50)	121.3%
Supplies & Materials (-)	\$0.00	\$670.78	\$4,500.00	\$3,829.22	14.9%
Sub-total : SUMMER SCHOOL PROGRAMS	\$0.00	(\$44,465.28)	(\$47,948.00)	(\$3,482.72)	92.7%
<b>GIFTED PROGRAMS</b>					
Salaries (-)	\$24,892.62	\$136,909.41	\$314,460.00	\$177,550.59	43.5%
Employee Benefits (-)	\$3,839.52	\$18,225.93	\$69,167.00	\$50,941.07	26.4%
Supplies & Materials (-)	\$192.35	\$1,597.99	\$3,500.00	\$1,902.01	45.7%
Sub-total : GIFTED PROGRAMS	(\$28,924.49)	(\$156,733.33)	(\$387,127.00)	(\$230,393.67)	40.5%
<b>BILINGUAL PROGRAMS</b>					
Salaries (-)	\$51,229.86	\$280,575.27	\$670,884.00	\$390,308.73	41.8%
Employee Benefits (-)	\$7,712.00	\$39,101.76	\$97,510.00	\$58,408.24	40.1%
Purchased Services (-)	\$0.00	\$1,800.00	\$1,950.00	\$150.00	92.3%
Supplies & Materials (-)	\$0.00	\$2,778.58	\$18,600.00	\$15,821.42	14.9%
Sub-total : BILINGUAL PROGRAMS	(\$58,941.86)	(\$324,255.61)	(\$788,944.00)	(\$464,688.39)	41.1%
<b>ATTENDANCE &amp; SOCIAL WORK</b>					
Salaries (-)	\$30,195.86	\$166,077.23	\$392,546.00	\$226,468.77	42.3%
Employee Benefits (-)	\$2,370.36	\$12,305.01	\$30,737.00	\$18,431.99	40.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,400.00	\$1,400.00	0.0%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$32,566.22)	(\$178,382.24)	(\$424,683.00)	(\$246,300.76)	42.0%
<b>HEALTH SERVICES</b>					
Salaries (-)	\$11,902.62	\$73,971.53	\$191,053.00	\$117,081.47	38.7%
Employee Benefits (-)	\$4,957.63	\$28,909.28	\$80,959.00	\$52,049.72	35.7%
Purchased Services (-)	\$2,320.00	\$14,559.00	\$1,500.00	(\$13,059.00)	970.6%
Supplies & Materials (-)	\$8,991.96	\$13,285.09	\$20,940.00	\$7,654.91	63.4%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2022 through 01/31/2022

Fiscal Year: 2021-2022

	<u>01/01/2022 - 01/31/2022</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	(\$28,172.21)	(\$130,724.90)	(\$299,052.00)	(\$168,327.10)	43.7%
<b>PSYCHOLOGICAL SERVICES</b>					
Salaries (-)	\$13,401.32	\$73,707.26	\$156,500.00	\$82,792.74	47.1%
Employee Benefits (-)	\$2,910.32	\$14,752.70	\$37,141.00	\$22,388.30	39.7%
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	(\$16,311.64)	(\$88,459.96)	(\$196,941.00)	(\$108,481.04)	44.9%
<b>SPEECH PATHOLOGY &amp; AUDIOLOGY</b>					
Salaries (-)	\$20,372.64	\$112,049.52	\$281,336.00	\$169,286.48	39.8%
Employee Benefits (-)	\$3,147.93	\$16,026.21	\$36,939.00	\$20,912.79	43.4%
Supplies & Materials (-)	\$360.74	\$1,689.36	\$900.00	(\$789.36)	187.7%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$23,881.31)	(\$129,765.09)	(\$319,175.00)	(\$189,409.91)	40.7%
<b>OTHER SUPPORT SERVICES - PUPILS</b>					
Salaries (-)	\$5,114.77	\$38,699.98	\$125,979.00	\$87,279.02	30.7%
Employee Benefits (-)	\$297.18	\$2,394.33	\$10,491.00	\$8,096.67	22.8%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$5,411.95)	(\$41,094.31)	(\$136,470.00)	(\$95,375.69)	30.1%
<b>IMPROVEMENT OF INSTRUCTION</b>					
Salaries (-)	\$27,669.66	\$217,259.03	\$432,388.00	\$215,128.97	50.2%
Employee Benefits (-)	\$4,205.45	\$33,485.17	\$61,532.00	\$28,046.83	54.4%
Purchased Services (-)	\$560.00	\$26,336.06	\$63,793.00	\$37,456.94	41.3%
Supplies & Materials (-)	\$0.00	\$1,166.34	\$3,500.00	\$2,333.66	33.3%
Other Objects (-)	\$0.00	\$1,759.58	\$1,800.00	\$40.42	97.8%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$32,435.11)	(\$280,006.18)	(\$563,013.00)	(\$283,006.82)	49.7%
<b>EDUCATIONAL MEDIA</b>					
Salaries (-)	\$20,262.72	\$111,444.96	\$263,415.00	\$151,970.04	42.3%
Employee Benefits (-)	\$2,422.60	\$12,417.40	\$30,787.00	\$18,369.60	40.3%
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$320.71	\$4,607.34	\$9,800.00	\$5,192.66	47.0%
Sub-total : EDUCATIONAL MEDIA	(\$23,006.03)	(\$128,469.70)	(\$305,002.00)	(\$176,532.30)	42.1%
<b>ASSESSMENT &amp; TESTING</b>					
Purchased Services (-)	\$0.00	\$14,525.00	\$14,525.00	\$0.00	100.0%
Sub-total : ASSESSMENT & TESTING	\$0.00	(\$14,525.00)	(\$14,525.00)	\$0.00	100.0%
<b>ADMIN SERVICES - BOARD OF ED</b>					
Employee Benefits (-)	\$4,785.90	\$54,657.38	\$70,000.00	\$15,342.62	78.1%
Purchased Services (-)	\$4,879.33	\$99,949.14	\$218,900.00	\$118,950.86	45.7%
Supplies & Materials (-)	\$0.00	\$575.53	\$2,500.00	\$1,924.47	23.0%
Other Objects (-)	\$0.00	\$250.00	\$15,000.00	\$14,750.00	1.7%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2022 through 01/31/2022

Fiscal Year: 2021-2022

	<u>01/01/2022 - 01/31/2022</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	(\$9,665.23)	(\$155,432.05)	(\$306,900.00)	(\$151,467.95)	50.6%
<b>SUPERINTENDENT</b>					
Salaries (-)	\$20,762.88	\$155,721.60	\$269,918.00	\$114,196.40	57.7%
Employee Benefits (-)	\$2,809.32	\$20,067.31	\$35,850.00	\$15,782.69	56.0%
Purchased Services (-)	\$97.85	\$197.85	\$3,900.00	\$3,702.15	5.1%
Supplies & Materials (-)	\$39.34	\$215.41	\$2,000.00	\$1,784.59	10.8%
Capital Expenditures (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Other Objects (-)	\$0.00	\$2,961.88	\$2,500.00	(\$461.88)	118.5%
Non-Capitalized Equipment (-)	\$0.00	\$129.00	\$500.00	\$371.00	25.8%
Sub-total : SUPERINTENDENT	(\$23,709.39)	(\$179,293.05)	(\$315,168.00)	(\$135,874.95)	56.9%
<b>ADMIN SERVICES - SPECIAL ED</b>					
Salaries (-)	\$10,919.98	\$81,899.85	\$141,962.00	\$60,062.15	57.7%
Employee Benefits (-)	\$3,416.70	\$24,422.38	\$42,403.00	\$17,980.62	57.6%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$14,336.68)	(\$106,322.23)	(\$184,365.00)	(\$78,042.77)	57.7%
<b>WORKERS COMPENSATION INSURANCE</b>					
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%
<b>LOSS PREVENTION REDUCTION</b>					
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%
<b>PROPERTY INSURANCE</b>					
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%
<b>PRINCIPAL</b>					
Salaries (-)	\$53,740.92	\$399,506.69	\$689,545.00	\$290,038.31	57.9%
Employee Benefits (-)	\$16,569.45	\$118,254.86	\$201,846.00	\$83,591.14	58.6%
Purchased Services (-)	\$332.87	\$1,909.75	\$5,100.00	\$3,190.25	37.4%
Supplies & Materials (-)	\$21.74	\$191.55	\$4,200.00	\$4,008.45	4.6%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$548.00	\$2,400.00	\$1,852.00	22.8%
Termination Benefits (-)	\$0.00	\$9,960.99	\$9,961.00	\$0.01	100.0%
Sub-total : PRINCIPAL	(\$70,664.98)	(\$530,371.84)	(\$914,552.00)	(\$384,180.16)	58.0%
<b>OPERATION OF BUSINESS SERVICES</b>					
Salaries (-)	\$14,074.40	\$105,558.00	\$182,968.00	\$77,410.00	57.7%
Employee Benefits (-)	\$2,485.67	\$17,686.16	\$31,165.00	\$13,478.84	56.8%
Other Objects (-)	\$0.00	\$1,298.30	\$1,400.00	\$101.70	92.7%
Non-Capitalizer Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : OPERATION OF BUSINESS SERVICES	(\$16,560.07)	(\$124,542.46)	(\$216,033.00)	(\$91,490.54)	57.6%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2022 through 01/31/2022

Fiscal Year: 2021-2022

	<u>01/01/2022 - 01/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>FISCAL SERVICES</b>					
Salaries (-)	\$16,886.30	\$126,325.95	\$220,030.00	\$93,704.05	57.4%
Employee Benefits (-)	\$6,090.36	\$46,536.37	\$90,879.00	\$44,342.63	51.2%
Purchased Services (-)	\$106.28	\$3,665.01	\$105,500.00	\$101,834.99	3.5%
Supplies & Materials (-)	\$257.07	\$3,961.67	\$5,000.00	\$1,038.33	79.2%
Other Objects (-)	\$1,392.06	\$11,113.02	\$20,000.00	\$8,886.98	55.6%
Non-Capitalized Equipment (-)	\$0.00	\$238.25	\$1,000.00	\$761.75	23.8%
Sub-total : FISCAL SERVICES	(\$24,732.07)	(\$191,840.27)	(\$442,409.00)	(\$250,568.73)	43.4%
<b>FACILITY ACQUISITION &amp; CONSTRUCTION</b>					
Purchased Services (-)	\$151,484.30	\$222,231.99	\$174,686.00	(\$47,545.99)	127.2%
Capital Expenditures (-)	\$10,989.00	\$459,527.02	\$1,165,358.00	\$705,830.98	39.4%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$162,473.30)	(\$681,759.01)	(\$1,340,044.00)	(\$658,284.99)	50.9%
<b>OPERATION &amp; MAINTENANCE OF PLANT</b>					
Salaries (-)	\$38,992.26	\$283,297.43	\$509,517.00	\$226,219.57	55.6%
Employee Benefits (-)	\$12,751.41	\$96,574.04	\$167,722.00	\$71,147.96	57.6%
Purchased Services (-)	\$72,761.76	\$591,960.11	\$957,675.00	\$365,714.89	61.8%
Supplies & Materials (-)	\$42,275.40	\$255,020.62	\$498,650.00	\$243,629.38	51.1%
Capital Expenditures (-)	\$78,369.59	\$1,855,053.87	\$2,391,023.00	\$535,969.13	77.6%
Other Objects (-)	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$3,322.40	\$18,000.00	\$14,677.60	18.5%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$245,150.42)	(\$3,085,228.47)	(\$4,544,337.00)	(\$1,459,108.53)	67.9%
<b>PUPIL TRANSPORTATION</b>					
Purchased Services (-)	\$66,627.09	\$586,458.69	\$1,285,000.00	\$698,541.31	45.6%
Sub-total : PUPIL TRANSPORTATION	(\$66,627.09)	(\$586,458.69)	(\$1,285,000.00)	(\$698,541.31)	45.6%
<b>FOOD SERVICES</b>					
Salaries (-)	\$16,892.74	\$109,319.43	\$235,394.00	\$126,074.57	46.4%
Employee Benefits (-)	\$7,570.18	\$45,167.56	\$101,367.00	\$56,199.44	44.6%
Purchased Services (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Supplies & Materials (-)	\$10,295.19	\$74,799.99	\$272,500.00	\$197,700.01	27.4%
Capital Expenditures (-)	\$0.00	\$1,061.78	\$8,000.00	\$6,938.22	13.3%
Other Objects (-)	(\$300.00)	\$452.50	\$1,500.00	\$1,047.50	30.2%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,500.00	\$4,500.00	0.0%
Sub-total : FOOD SERVICES	(\$34,458.11)	(\$230,801.26)	(\$624,761.00)	(\$393,959.74)	36.9%
<b>INTERNAL SERVICES</b>					
Purchased Services (-)	\$200.00	\$19,969.86	\$30,600.00	\$10,630.14	65.3%
Supplies & Materials (-)	\$0.00	\$496.90	\$1,500.00	\$1,003.10	33.1%
Sub-total : INTERNAL SERVICES	(\$200.00)	(\$20,466.76)	(\$32,100.00)	(\$11,633.24)	63.8%
<b>INFORMATION SERVICES</b>					
Salaries (-)	\$7,249.30	\$54,369.75	\$94,241.00	\$39,871.25	57.7%
Employee Benefits (-)	\$2,001.70	\$15,711.74	\$26,149.00	\$10,437.26	60.1%
Purchased Services (-)	\$938.64	\$17,548.90	\$37,000.00	\$19,451.10	47.4%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2022 through 01/31/2022

Fiscal Year: 2021-2022

	<u>01/01/2022 - 01/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Supplies & Materials (-)	\$400.00	\$536.50	\$6,000.00	\$5,463.50	8.9%
Other Objects (-)	\$79.00	\$1,018.02	\$1,500.00	\$481.98	67.9%
Sub-total : INFORMATION SERVICES	(\$10,668.64)	(\$89,184.91)	(\$164,890.00)	(\$75,705.09)	54.1%
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$37,485.55	\$257,237.57	\$457,319.00	\$200,081.43	56.2%
Employee Benefits (-)	\$13,021.82	\$82,506.45	\$151,650.00	\$69,143.55	54.4%
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	(\$50,507.37)	(\$339,744.02)	(\$610,969.00)	(\$271,224.98)	55.6%
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	\$21,087.00	\$44,500.00	\$23,413.00	47.4%
Other Objects (-)	\$17,140.61	\$1,032,840.01	\$2,473,000.00	\$1,440,159.99	41.8%
Sub-total : PAYMENTS TO OTHER LEAs	(\$17,140.61)	(\$1,053,927.01)	(\$2,517,500.00)	(\$1,463,572.99)	41.9%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	\$0.00	\$368,822.77	\$698,548.00	\$329,725.23	52.8%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	(\$368,822.77)	(\$698,548.00)	(\$329,725.23)	52.8%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$1,120,000.00	\$1,120,000.00	\$0.00	100.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	(\$1,120,000.00)	(\$1,120,000.00)	\$0.00	100.0%
DEBT SERVICE - OTHER					
Debt Service Fees (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : DEBT SERVICE - OTHER	\$0.00	\$0.00	(\$2,500.00)	(\$2,500.00)	0.0%
Total : EXPENDITURES	(\$1,916,450.21)	(\$15,932,296.96)	(\$32,471,248.00)	(\$16,538,951.04)	49.1%
OTHER FINANCING SOURCES & USES					
TRANSFERS FROM OTHER FUNDS					
Transfers Received (+)	\$0.00	\$6,000,000.00	\$0.00	(\$6,000,000.00)	0.0%
Sub-total : TRANSFERS FROM OTHER FUNDS	\$0.00	\$6,000,000.00	\$0.00	(\$6,000,000.00)	0.0%
TRANSFERS TO OTHER FUNDS					
Transfers Sent (-)	\$0.00	\$6,000,000.00	\$0.00	(\$6,000,000.00)	0.0%
Sub-total : TRANSFERS TO OTHER FUNDS	\$0.00	(\$6,000,000.00)	\$0.00	\$6,000,000.00	0.0%
Total : OTHER FINANCING SOURCES & USES	\$0.00	\$0.00	\$0.00	\$0.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

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Treasurers Report FUND- All Funds For the Period 01/01/2022 through 01/31/2022

Fiscal Year: 2021-2022

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	<u>01/01/2022 - 01/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
NET INCREASE (DECREASE)	(\$1,157,375.28)	(\$1,598,051.68)	(\$2,917,627.00)	(\$1,319,575.32)	54.8%

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End of Report

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

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

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
<b>10 - EDUCATIONAL</b>					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
100 - SALARIES	\$7,769,901.00	\$585,840.24	\$3,227,550.68	\$4,332,748.50	\$209,601.82
200 - EMPLOYEE BENEFITS	\$1,188,398.00	\$93,121.10	\$462,149.92	\$617,288.17	\$108,959.91
300 - PURCHASED SERVICES	\$241,500.00	\$8,453.20	\$127,766.68	\$9,068.81	\$104,664.51
400 - SUPPLIES & MATERIALS	\$650,345.00	\$7,033.20	\$263,366.49	\$20,889.51	\$366,089.00
500 - CAPITAL OUTLAY	\$192,500.00	\$0.00	\$76,016.76	\$3,012.88	\$113,470.36
600 - OTHER OBJECTS	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
700 - NON-CAPITAL EQUIPMENT	\$97,000.00	\$109.79	\$45,875.32	\$198.00	\$50,926.68
800 - TERMINATION/VACATION PAYMENTS	\$405,933.00	\$26,914.73	\$172,117.64	\$57,653.38	\$176,161.98
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$218,560.00	\$16,788.38	\$92,336.09	\$125,912.86	\$311.05
200 - EMPLOYEE BENEFITS	\$66,354.00	\$4,543.14	\$22,716.54	\$31,463.70	\$12,173.76
400 - SUPPLIES & MATERIALS	\$3,800.00	\$144.36	\$1,464.98	\$19.30	\$2,315.72
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	\$89,840.02	\$491,523.12	\$653,698.18	\$131,752.70
200 - EMPLOYEE BENEFITS	\$295,770.00	\$18,985.46	\$94,584.77	\$126,422.49	\$74,762.74
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$299.99	\$0.00	\$200.01
400 - SUPPLIES & MATERIALS	\$4,200.00	\$836.54	\$2,197.35	\$0.00	\$2,002.65
500 - CAPITAL OUTLAY	\$8,000.00	\$0.00	\$5,476.24	\$0.00	\$2,523.76
600 - OTHER OBJECTS	\$300.00	\$0.00	\$355.00	\$0.00	(\$55.00)
700 - NON-CAPITAL EQUIPMENT	\$3,000.00	\$0.00	\$4,339.08	\$0.00	(\$1,339.08)
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$569,777.00	\$43,828.98	\$241,059.39	\$328,717.61	\$0.00
200 - EMPLOYEE BENEFITS	\$81,656.00	\$6,539.64	\$33,155.40	\$46,234.71	\$2,265.89
300 - PURCHASED SERVICES	\$45,303.00	\$0.00	\$45,276.56	\$0.00	\$26.44
400 - SUPPLIES & MATERIALS	\$13,900.00	\$0.00	\$7,460.87	\$149.40	\$6,289.73
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$90,000.00	\$238.88	\$40,617.81	\$1,194.38	\$48,187.81
200 - EMPLOYEE BENEFITS	\$1,240.00	\$2.98	\$397.84	\$5.96	\$836.20
400 - SUPPLIES & MATERIALS	\$1,500.00	\$2,219.42	\$2,709.42	\$0.00	(\$1,209.42)
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:1/1/2022    To Date:1/31/2022

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	\$3,500.00	\$0.00	\$200.00
1600 - SUMMER SCHOOL PROGRAMS					
100 - SALARIES	\$41,819.00	\$0.00	\$41,818.00	\$0.00	\$1.00
200 - EMPLOYEE BENEFITS	\$1,022.00	\$0.00	\$839.56	\$0.00	\$182.44
400 - SUPPLIES & MATERIALS	\$4,500.00	\$0.00	\$670.78	\$0.00	\$3,829.22
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$314,460.00	\$24,892.62	\$136,909.41	\$186,694.59	(\$9,144.00)
200 - EMPLOYEE BENEFITS	\$64,606.00	\$3,497.04	\$16,333.06	\$24,672.20	\$23,600.74
400 - SUPPLIES & MATERIALS	\$3,500.00	\$192.35	\$1,597.99	\$651.75	\$1,250.26
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$670,884.00	\$51,229.86	\$280,575.27	\$379,534.81	\$10,773.92
200 - EMPLOYEE BENEFITS	\$87,803.00	\$6,965.56	\$35,060.35	\$48,683.77	\$4,058.88
300 - PURCHASED SERVICES	\$1,950.00	\$0.00	\$1,800.00	\$0.00	\$150.00
400 - SUPPLIES & MATERIALS	\$18,600.00	\$0.00	\$2,778.58	\$0.00	\$15,821.42
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$392,546.00	\$30,195.86	\$166,077.23	\$226,468.77	\$0.00
200 - EMPLOYEE BENEFITS	\$25,044.00	\$1,941.83	\$9,943.07	\$13,826.73	\$1,274.20
400 - SUPPLIES & MATERIALS	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00
2130 - HEALTH SERVICES					
100 - SALARIES	\$191,053.00	\$11,902.62	\$73,971.53	\$77,281.76	\$39,799.71
200 - EMPLOYEE BENEFITS	\$45,132.00	\$2,953.44	\$15,187.86	\$18,982.49	\$10,961.65
300 - PURCHASED SERVICES	\$1,500.00	\$2,320.00	\$14,559.00	\$0.00	(\$13,059.00)
400 - SUPPLIES & MATERIALS	\$20,940.00	\$8,991.96	\$13,285.09	\$160.60	\$7,494.31
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	\$13,401.32	\$73,707.26	\$100,509.74	(\$17,717.00)
200 - EMPLOYEE BENEFITS	\$34,871.00	\$2,730.72	\$13,756.91	\$19,218.40	\$1,895.69
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	\$20,372.64	\$112,049.52	\$152,794.68	\$16,491.80
200 - EMPLOYEE BENEFITS	\$32,858.00	\$2,874.06	\$14,507.62	\$20,066.36	(\$1,715.98)
400 - SUPPLIES & MATERIALS	\$900.00	\$360.74	\$1,689.36	\$55.00	(\$844.36)

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

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

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
<b>2190 - OTHER SUPPORT SERVICES - PUPILS</b>					
100 - SALARIES	\$125,979.00	\$5,114.77	\$38,699.98	\$17,466.40	\$69,812.62
200 - EMPLOYEE BENEFITS	\$987.00	\$29.58	\$150.02	\$116.38	\$720.60
<b>2210 - IMPROVEMENT OF INSTRUCTION</b>					
100 - SALARIES	\$432,388.00	\$27,669.66	\$217,259.03	\$149,542.79	\$65,586.18
200 - EMPLOYEE BENEFITS	\$45,017.00	\$3,076.29	\$24,214.03	\$15,597.92	\$5,205.05
300 - PURCHASED SERVICES	\$63,793.00	\$560.00	\$26,336.06	\$0.00	\$37,456.94
400 - SUPPLIES & MATERIALS	\$3,500.00	\$0.00	\$1,166.34	\$0.00	\$2,333.66
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$1,759.58	\$0.00	\$40.42
<b>2220 - EDUCATIONAL MEDIA</b>					
100 - SALARIES	\$263,415.00	\$20,262.72	\$111,444.96	\$151,970.04	\$0.00
200 - EMPLOYEE BENEFITS	\$26,965.00	\$2,139.42	\$10,854.12	\$15,132.96	\$977.92
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$9,800.00	\$320.71	\$4,607.34	\$3,175.86	\$2,016.80
<b>2230 - ASSESSMENT &amp; TESTING</b>					
300 - PURCHASED SERVICES	\$14,525.00	\$0.00	\$14,525.00	\$0.00	\$0.00
<b>2310 - BOARD OF EDUCATION</b>					
200 - EMPLOYEE BENEFITS	\$70,000.00	\$4,785.90	\$54,657.38	\$0.00	\$15,342.62
300 - PURCHASED SERVICES	\$218,900.00	\$4,879.33	\$99,949.14	\$0.00	\$118,950.86
400 - SUPPLIES & MATERIALS	\$2,500.00	\$0.00	\$575.53	\$0.00	\$1,924.47
600 - OTHER OBJECTS	\$15,000.00	\$0.00	\$250.00	\$0.00	\$14,750.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
<b>2320 - SUPERINTENDENT</b>					
100 - SALARIES	\$269,918.00	\$20,762.88	\$155,721.60	\$114,195.82	\$0.58
200 - EMPLOYEE BENEFITS	\$31,936.00	\$2,504.12	\$17,780.38	\$12,772.14	\$1,383.48
300 - PURCHASED SERVICES	\$3,900.00	\$97.85	\$197.85	\$0.00	\$3,702.15
400 - SUPPLIES & MATERIALS	\$2,000.00	\$39.34	\$215.41	\$0.00	\$1,784.59
500 - CAPITAL OUTLAY	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$2,961.88	\$0.00	(\$461.88)
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$129.00	\$0.00	\$371.00
<b>2330 - ADMINISTRATIVE SERVICES SPECIAL ED</b>					
100 - SALARIES	\$141,962.00	\$10,919.98	\$81,899.85	\$60,059.96	\$2.19
200 - EMPLOYEE BENEFITS	\$37,266.00	\$3,047.74	\$21,446.71	\$15,356.47	\$462.82
<b>2410 - PRINCIPAL</b>					
100 - SALARIES	\$689,545.00	\$53,740.92	\$399,506.69	\$295,464.21	(\$5,425.90)

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

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

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	\$13,949.85	\$96,575.36	\$70,255.89	(\$2,078.25)
300 - PURCHASED SERVICES	\$5,100.00	\$332.87	\$1,909.75	\$0.00	\$3,190.25
400 - SUPPLIES & MATERIALS	\$4,200.00	\$21.74	\$191.55	\$0.00	\$4,008.45
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,400.00	\$0.00	\$548.00	\$0.00	\$1,852.00
800 - TERMINATION/VACATION PAYMENTS	\$9,961.00	\$0.00	\$9,960.99	\$0.00	\$0.01
<b>2510 - DIRECTION OF BUSINESS SUPPORT SERVICES</b>					
100 - SALARIES	\$182,968.00	\$14,074.40	\$105,558.00	\$77,409.02	\$0.98
200 - EMPLOYEE BENEFITS	\$28,511.00	\$2,284.67	\$16,163.20	\$11,593.82	\$753.98
600 - OTHER OBJECTS	\$1,400.00	\$0.00	\$1,298.30	\$0.00	\$101.70
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
<b>2520 - FISCAL SERVICES</b>					
100 - SALARIES	\$220,030.00	\$16,886.30	\$126,325.95	\$91,964.77	\$1,739.28
200 - EMPLOYEE BENEFITS	\$49,622.00	\$3,232.74	\$22,653.55	\$16,186.30	\$10,782.15
300 - PURCHASED SERVICES	\$105,500.00	\$106.28	\$3,665.01	\$0.00	\$101,834.99
400 - SUPPLIES & MATERIALS	\$5,000.00	\$257.07	\$3,961.67	\$0.00	\$1,038.33
600 - OTHER OBJECTS	\$20,000.00	\$1,392.06	\$11,113.02	\$0.00	\$8,886.98
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$238.25	\$0.00	\$761.75
<b>2560 - FOOD SERVICES</b>					
100 - SALARIES	\$235,394.00	\$16,892.74	\$109,319.43	\$107,623.16	\$18,451.41
200 - EMPLOYEE BENEFITS	\$58,080.00	\$4,778.42	\$24,984.25	\$32,597.43	\$498.32
300 - PURCHASED SERVICES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
400 - SUPPLIES & MATERIALS	\$272,500.00	\$10,295.19	\$74,799.99	\$0.00	\$197,700.01
500 - CAPITAL OUTLAY	\$8,000.00	\$0.00	\$1,061.78	\$0.00	\$6,938.22
600 - OTHER OBJECTS	\$1,500.00	(\$300.00)	\$452.50	\$0.00	\$1,047.50
700 - NON-CAPITAL EQUIPMENT	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00
<b>2570 - INTERNAL SERVICES</b>					
300 - PURCHASED SERVICES	\$30,600.00	\$200.00	\$19,969.86	\$0.00	\$10,630.14
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$496.90	\$0.00	\$1,003.10
<b>2630 - INFORMATION SERVICES</b>					
100 - SALARIES	\$94,241.00	\$7,249.30	\$54,369.75	\$39,871.05	\$0.20
200 - EMPLOYEE BENEFITS	\$8,478.00	\$724.36	\$5,080.90	\$3,632.18	(\$235.08)
300 - PURCHASED SERVICES	\$37,000.00	\$938.64	\$17,548.90	\$0.00	\$19,451.10
400 - SUPPLIES & MATERIALS	\$6,000.00	\$400.00	\$536.50	\$0.00	\$5,463.50
600 - OTHER OBJECTS	\$1,500.00	\$79.00	\$1,018.02	\$0.00	\$481.98

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

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

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	\$37,485.55	\$257,237.57	\$203,942.21	(\$3,860.78)
200 - EMPLOYEE BENEFITS	\$85,386.00	\$8,604.41	\$45,524.61	\$30,138.35	\$9,723.04
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	\$21,087.00	\$0.00	\$23,413.00
600 - OTHER OBJECTS	\$2,473,000.00	\$17,140.61	\$1,032,840.01	\$0.00	\$1,440,159.99
<b>10 - EDUCATIONAL Total:</b>	<b>\$22,737,974.00</b>	<b>\$1,407,240.09</b>	<b>\$9,844,229.84</b>	<b>\$9,160,344.62</b>	<b>\$3,733,399.54</b>

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

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

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	\$38,992.26	\$283,297.43	\$198,862.56	\$27,357.01
200 - EMPLOYEE BENEFITS	\$72,183.00	\$6,016.95	\$42,170.05	\$30,136.15	(\$123.20)
300 - PURCHASED SERVICES	\$957,675.00	\$72,761.76	\$591,960.11	\$19,389.00	\$346,325.89
400 - SUPPLIES & MATERIALS	\$498,650.00	\$42,275.40	\$255,020.62	\$9,636.90	\$233,992.48
500 - CAPITAL OUTLAY	\$254,000.00	\$0.00	\$58,991.23	\$21,429.93	\$173,578.84
600 - OTHER OBJECTS	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
700 - NON-CAPITAL EQUIPMENT	\$18,000.00	\$0.00	\$3,322.40	\$0.00	\$14,677.60
20 - OPERATIONS & MAINTENANCE Total:	\$2,311,775.00	\$160,046.37	\$1,234,761.84	\$279,454.54	\$797,558.62

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

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

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	\$368,822.77	\$0.00	\$329,725.23
5200 - INTEREST ON BONDS OUTSTANDING					
600 - OTHER OBJECTS	\$1,120,000.00	\$0.00	\$1,120,000.00	\$0.00	\$0.00
5400 - DEBT SERVICE LEASES					
600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
30 - DEBT SERVICE Total:	\$1,821,048.00	\$0.00	\$1,488,822.77	\$0.00	\$332,225.23

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$66,627.09	\$586,458.69	\$0.00	\$698,541.31
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40 - TRANSPORTATION Total:	\$1,285,000.00	\$66,627.09	\$586,458.69	\$0.00	\$698,541.31
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# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

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

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

Account Type: EXPENDITURE

Print accounts with zero balance     
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  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	\$126.26	\$1,786.01	\$413.38	\$242.61
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$5,499.00	\$377.50	\$2,456.23	\$5,937.86	(\$2,895.09)
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$45,056.00	\$2,276.65	\$14,496.32	\$15,552.73	\$15,006.95
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,110.00	\$0.00	\$857.64	\$0.00	\$252.36
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$0.00	\$0.00	\$351.84	\$0.00	(\$351.84)
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$0.00	\$29.79	\$118.89	\$52.96	(\$171.85)
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$21,207.00	\$1,186.70	\$8,640.11	\$8,853.12	\$3,713.77
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$2,442.00	\$16.05	\$24.23	\$125.72	\$2,292.05
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$6,572.00	\$454.02	\$4,065.16	\$2,852.51	(\$345.67)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$1,975.00	\$136.38	\$1,221.23	\$856.91	(\$103.14)
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$16,893.00	\$1,236.81	\$10,641.17	\$7,757.50	(\$1,505.67)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$24,424.00	\$1,683.56	\$15,035.27	\$10,486.91	(\$1,098.18)
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$56,557.00	\$3,883.71	\$33,658.33	\$22,342.41	\$556.26
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$25,276.00	\$1,646.11	\$12,583.99	\$12,040.20	\$651.81
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$10,461.00	\$722.76	\$6,471.49	\$4,540.98	(\$551.47)
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$38,260.00	\$2,515.32	\$22,600.93	\$15,547.25	\$111.82
<b>51 - IMRF Total:</b>	<b>\$258,174.00</b>	<b>\$16,291.62</b>	<b>\$135,008.84</b>	<b>\$107,360.44</b>	<b>\$15,804.72</b>

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

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

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	\$8,336.01	\$47,657.91	\$58,901.72	\$13,201.37
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,242.00	\$330.16	\$1,874.66	\$3,877.13	\$490.21
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$43,684.00	\$2,413.66	\$13,224.47	\$15,754.41	\$14,705.12
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$8,262.00	\$601.67	\$3,327.06	\$4,527.98	\$406.96
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,925.00	\$3.46	\$1,226.32	\$6.92	\$691.76
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$607.00	\$0.00	\$785.10	\$0.00	(\$178.10)
1650 - GIFTED PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,561.00	\$342.48	\$1,892.87	\$2,577.33	\$90.80
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,707.00	\$716.65	\$3,922.52	\$5,229.81	\$554.67
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$5,693.00	\$428.53	\$2,361.94	\$3,218.57	\$112.49
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$14,620.00	\$817.49	\$5,081.31	\$5,239.18	\$4,299.51
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,270.00	\$179.60	\$995.79	\$1,353.01	(\$78.80)
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$4,081.00	\$273.87	\$1,518.59	\$2,065.77	\$496.64
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$7,062.00	\$251.55	\$2,220.08	\$589.24	\$4,252.68
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$9,943.00	\$675.14	\$5,205.98	\$3,682.99	\$1,054.03
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,822.00	\$283.18	\$1,563.28	\$2,128.51	\$130.21
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$3,914.00	\$305.20	\$2,286.93	\$1,676.53	(\$49.46)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

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

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	\$232.58	\$1,754.44	\$1,286.88	\$120.68
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$20,200.00	\$1,382.79	\$11,038.33	\$7,692.18	\$1,469.49
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,654.00	\$201.00	\$1,522.96	\$1,114.00	\$17.04
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$16,833.00	\$1,174.06	\$8,847.55	\$6,450.50	\$1,534.95
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$38,982.00	\$2,850.75	\$20,745.66	\$14,419.66	\$3,816.68
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$18,011.00	\$1,145.65	\$7,599.32	\$7,072.31	\$3,339.37
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$7,210.00	\$554.58	\$4,159.35	\$3,050.18	\$0.47
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$28,004.00	\$1,902.09	\$14,380.91	\$10,609.54	\$3,013.55
52 - SOCIAL SECURITY AND MEDICARE Total:	\$381,210.00	\$25,402.15	\$165,193.33	\$162,524.35	\$53,492.32

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$12,567.50	\$47,628.50	\$0.00	\$75,447.50
500 - CAPITAL OUTLAY	\$1,165,358.00	\$10,989.00	\$459,527.02	\$0.00	\$705,830.98
60 - CAPITAL PROJECTS Total:	\$1,288,434.00	\$23,556.50	\$507,155.52	\$0.00	\$781,278.48

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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:1/1/2022 To Date:1/31/2022

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 \$138,916.80 \$174,603.49 \$0.00 (\$122,993.49)

2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY

\$2,137,023.00 \$78,369.59 \$1,796,062.64 \$0.00 \$340,960.36

90 - FIRE PREVENTION & SAFETY Total: \$2,188,633.00 \$217,286.39 \$1,970,666.13 \$0.00 \$217,966.87

Lincolnwood School District 74

General Ledger - OBJECT REPORT

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

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	\$1,916,450.21	\$15,932,296.96	\$9,709,683.95	\$6,829,267.09

End of Report

# SD74 Total Fund Balance Monthly Averages FY19-22

Expressed in \$Millions

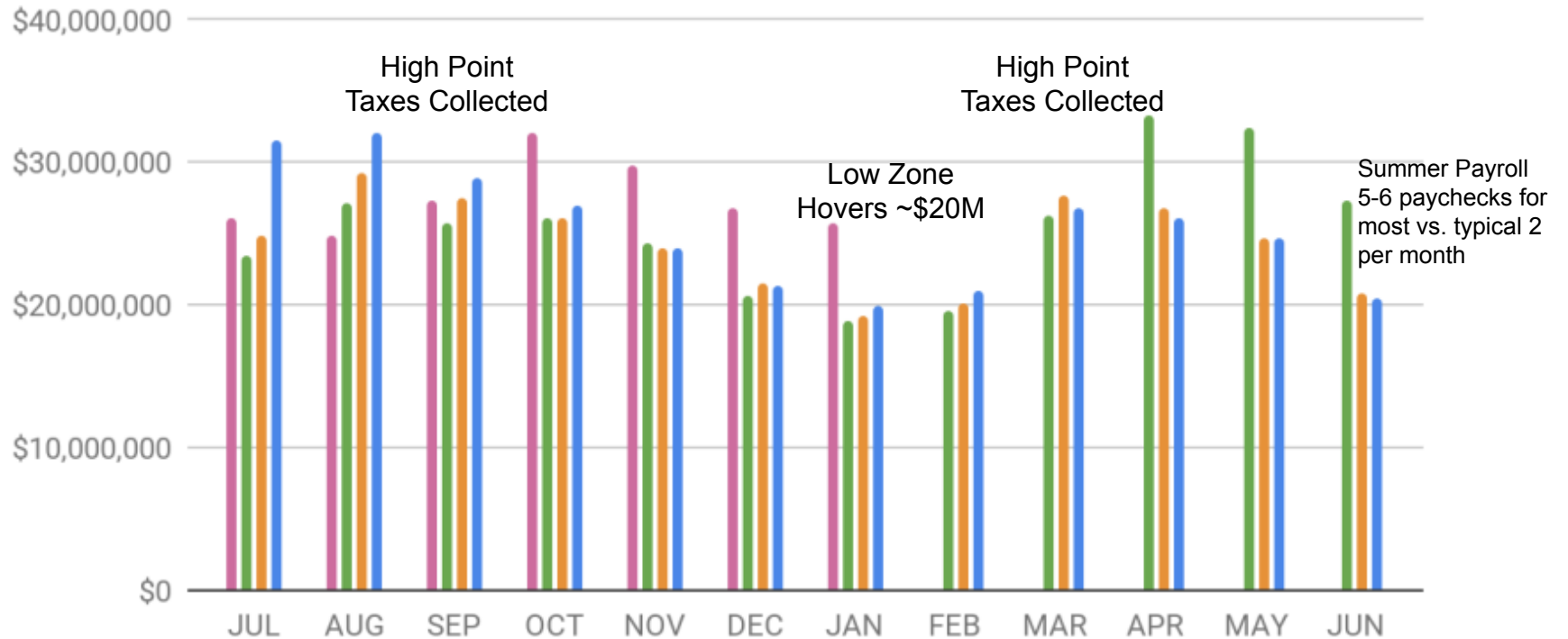
Monthly Averages were calculated using JUL 2018 - JAN 2022 range

\$25.44 million is the Average Fund Balance of all 43 months in the range

\$26.47	\$28.32	\$27.35	\$27.80	\$25.53	\$22.56	\$20.98	\$20.21	\$26.88	\$28.69	\$27.24	\$22.88
Q1 JUL	Q1 AUG	Q1 SEP	Q2 OCT	Q2 NOV	Q2 DEC	Q3 JAN	Q3 FEB	Q3 MAR	Q4 APR	Q4 MAY	Q4 JUN
Increasing	HIGHEST Point	Decreasing	Decreasing	Decreasing	Decreasing	LOWEST Point	Increasing	High Point	Decreasing	Decreasing	Low Point
	Typical Tax Collections					5 months since Tax Collected		Typical Tax Collections			Summer Pay

# All Funds Balance History

FY22 FY21 FY20 FY19



# All Funds Balance History Totals Displayed on Graph

Fiscal Year	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
<b>FY22</b>	\$26,075,216	\$24,787,489	\$27,285,266	\$32,042,831	\$29,835,012	\$26,871,109	\$25,713,734					
<b>FY21</b>	\$23,408,781	\$27,216,826	\$25,723,392	\$26,025,133	\$24,337,108	\$20,657,113	\$18,937,959	\$19,532,950	\$26,180,930	\$33,211,306	\$32,438,198	\$27,311,786
<b>FY20</b>	\$24,922,481	\$29,159,741	\$27,415,534	\$26,120,152	\$23,928,700	\$21,440,590	\$19,297,059	\$20,105,893	\$27,639,111	\$26,749,040	\$24,672,984	\$20,882,078
<b>FY19</b>	\$31,464,574	\$32,099,349	\$28,978,000	\$27,030,153	\$24,031,546	\$21,281,600	\$19,966,999	\$21,004,894	\$26,816,915	\$26,120,202	\$24,618,360	\$20,440,376

## Chicago Sun-Times

### ***Early warning: Cook County property tax bills will be late next year***

By [Mark Brown](#) December 10, 2021 11:37 AM

Cook County officials are sending an early warning that next year's second-installment property tax bills will be seriously delayed — with a potential due date later than taxpayers have seen in a decade.

The delay could cause headaches for school districts and other taxing bodies that rely on property taxes being remitted by the Aug. 1 deadline to meet their financial obligations.

When payments are late, taxing bodies often must resort to short-term borrowing to pay the bills until the county distributes their share of taxes. The interest on those borrowings can become an extra burden on taxpayers.

Officials say they are looking at a potential 2022 second-installment payment deadline in December — possibly even spilling into 2023.

When tax bills are that late, the second installment can bump up against the first-installment bill for the following year, which typically goes out in January.

While some taxpayers might be just as happy to hold on to their money a little longer, others can have trouble making both payments in the shorter time frame. The amount of taxes owed is unaffected.

Cook County hasn't faced this scenario since 2010, when tax bills were due to be paid by Nov. 1.

# Fund 10: Educational Fund Balance

## Projections in Italics for Late Property Tax Scenario

FY23 Ed Fund Balance in gray  
 Worst case scenario of \$0 revenue &  
 same monthly expenditures as FY22

FY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
23	<i>\$13,160,451</i>	<i>\$12,642,090</i>	<i>\$11,136,690</i>	<i>\$9,120,538</i>	<i>\$6,726,452</i>	<i>No Issue</i>						
22	<i>\$10,327,191</i>	<i>\$10,099,872</i>	<i>\$12,000,737</i>	<i>\$15,696,129</i>	<i>\$13,799,143</i>	<i>\$12,656,002</i>	<i>\$11,818,560</i>	<i>\$13,346,049</i>	<i>\$18,546,049</i>	<i>\$17,946,049</i>	<i>\$16,946,049</i>	<i>\$13,446,049</i>
21	<i>\$11,921,690</i>	<i>\$14,979,951</i>	<i>\$13,952,471</i>	<i>\$14,504,353</i>	<i>\$13,183,609</i>	<i>\$11,174,425</i>	<i>\$9,543,450</i>	<i>\$10,036,721</i>	<i>\$15,185,920</i>	<i>\$14,956,880</i>	<i>\$14,097,102</i>	<i>\$10,612,790</i>
20	<i>\$13,124,488</i>	<i>\$16,535,554</i>	<i>\$15,190,299</i>	<i>\$14,190,412</i>	<i>\$12,269,235</i>	<i>\$11,018,159</i>	<i>\$9,348,364</i>	<i>\$9,965,413</i>	<i>\$15,887,918</i>	<i>\$15,193,407</i>	<i>\$13,269,255</i>	<i>\$9,669,194</i>
19	<i>\$19,435,354</i>	<i>\$15,969,922</i>	<i>\$14,656,485</i>	<i>\$13,708,682</i>	<i>\$11,618,606</i>	<i>\$10,351,828</i>	<i>\$9,409,826</i>	<i>\$10,339,192</i>	<i>\$14,767,232</i>	<i>\$14,065,712</i>	<i>\$13,101,861</i>	<i>\$9,500,109</i>

# Fund 30: Debt Service Fund Balance

Bond payments are always paid 6/1 & 12/1

Typical Tax  
Collection

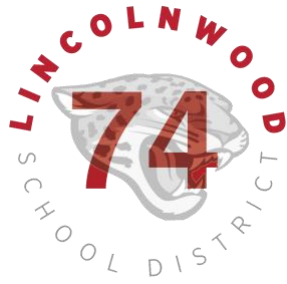
Late Tax  
Collection

Very Late Tax  
Collection

~\$1.5M  
Expense on  
DEC 1, 2022

Typical  
~\$300K  
Expense

FY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
23	Only ~\$1M likely until collections											
22	\$921,533	\$922,686	\$1,211,605	\$1,685,560	\$1,695,820	\$211,825	\$216,115			~\$1M heading out of June		
21	\$1,069,114	\$1,416,315	\$1,443,897	\$1,599,623	\$1,600,620	\$246,592	\$248,046	\$410,965	\$983,208	\$1,116,225	\$1,234,343	\$920,382
20	\$913,616	\$1,212,390	\$1,214,599	\$1,222,731	\$1,228,695	\$224,239	\$227,460	\$361,217	\$879,045	\$898,384	\$907,612	\$826,111
19	\$836,947	\$1,044,064	\$1,046,573	\$1,204,473	\$1,208,303	\$334,695	\$337,912	\$471,995	\$898,586	\$914,451	\$926,124	\$627,968



## Executive Summary Finance Committee Meeting

DATE: March 24, 2022

TOPIC: 2022-2023 Glencoe Math Renewal for Grades 6-8

PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

Part of the original adoption of the *Glencoe Math* program published by McGraw-Hill is set to expire on June 30, 2022. A change in course sequence after the first year of implementation resulted in some materials in this program expiring in 2022 with the balance set to expire in June of 2023. The Quote reflects those items that will expire at the end of this fiscal year. This program is used with grades 6-8. After consulting with the middle school math department, the Administration is recommending an extension of the *Glencoe Math* program. The renewal covers all consumable and electronic resources embedded in the program. The math curriculum is scheduled for review in the 2022-2023 school year. The Administration will make a recommendation for middle school math materials at that time.

District Legal Counsel reviewed the Terms and found them to be acceptable.

### **Fiscal Impact:**

\$7,308.22

### **Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve this Quote from McGraw-Hill Publishing for *Glencoe Math* materials in the amount of \$7,308.22 from July 1, 2022 to June 30, 2023.



Because learning changes everything.®

**QUOTE PREPARED FOR:**

Lincolnwood Sch Dist 74  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712  
ACCOUNT NUMBER: 169031

**SUBSCRIPTION/DIGITAL CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

**CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

**SALES REP INFORMATION:**

David Brackett  
david.brackett@mheducation.com  
(847) 902-7520

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<a href="#">Glencoe Math - 1 Year Subscriptions</a>	\$10,888.20	(\$3,958.80)	\$6,929.40
<b>PRODUCT TOTAL*</b>	\$10,888.20	(\$3,958.80)	\$6,929.40
ESTIMATED S&H**			\$378.82
ESTIMATED TAX**			TBD
<b>GRAND TOTAL*</b>			<b>\$7,308.22</b>

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 01/26/2022  
QUOTE NUMBER: DBRAC-01262022-001

ACCOUNT NAME: Lincolnwood Sch Dist 74  
ACCOUNT #: 169031

EXPIRATION DATE: 03/12/2022  
PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>Glencoe Math - 1 Year Subscriptions</b>					
<b><u>Course 1</u></b>					
GLENCOE MATH COURSE 1 1 YEAR COMPLETE STUDENT BUNDLE	978-0-02-145512-6	125	\$27.33	\$0.00	\$3,416.25
GLENCOE MATH COURSE 1 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-669359-7	8	\$162.39	\$1,299.12	*Free Materials
<b>Course 1 Subtotal:</b>				<b>\$1,299.12</b>	<b>\$3,416.25</b>
<b><u>Course 2</u></b>					
GLENCOE MATH COURSE 2 1 YEAR COMPLETE STUDENT BUNDLE	978-0-02-138184-5	45	\$27.33	\$0.00	\$1,229.85
GLENCOE MATH COURSE 2 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-679347-1	8	\$162.42	\$1,299.36	*Free Materials
<b>Course 2 Subtotal:</b>				<b>\$1,299.36</b>	<b>\$1,229.85</b>
<b><u>Course 3</u></b>					
GLENCOE MATH COURSE 3 1 YEAR COMPLETE STUDENT BUNDLE	978-0-02-135405-4	55	\$27.33	\$0.00	\$1,503.15
GLENCOE MATH COURSE 3 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-675085-6	8	\$162.42	\$1,299.36	*Free Materials
<b>Course 3 Subtotal:</b>				<b>\$1,299.36</b>	<b>\$1,503.15</b>
<b><u>Algebra 1</u></b>					
ALGEBRA 1 ESTUDENT EDITION 1 YEAR SUBSCRIPTION	978-0-07-898516-4	35	\$22.29	\$0.00	\$780.15
ALGEBRA 1 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-898517-1	2	\$30.48	\$60.96	*Free Materials
<b>Algebra 1 Subtotal:</b>				<b>\$60.96</b>	<b>\$780.15</b>
<b>Glencoe Math - 1 Year Subscriptions Subtotal:</b>				<b>\$3,958.80</b>	<b>\$6,929.40</b>

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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PAGE #: 2



Because learning changes everything.®

**QUOTE PREPARED FOR:**

Lincolnwood Sch Dist 74  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712  
ACCOUNT NUMBER: 169031

**CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

VALUE OF ALL MATERIALS	\$10,888.20
FREE MATERIALS	(\$3,958.80)
<b>PRODUCT TOTAL*</b>	<b>\$6,929.40</b>
ESTIMATED SHIPPING & HANDLING**	\$378.82
ESTIMATED TAX**	TBD
<b>GRAND TOTAL</b>	<b>\$7,308.22</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

Comments:

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting [www.mheducation.com](http://www.mheducation.com) (or [www.mhecoast2coast.com](http://www.mhecoast2coast.com)).

School Purchase Order Number: \_\_\_\_\_

\_\_\_\_\_  
Name of School Official (Please Print)

\_\_\_\_\_  
Signature of School Official

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 01/26/2022  
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ACCOUNT NAME: Lincolnwood Sch Dist 74  
ACCOUNT #: 169031

EXPIRATION DATE: 03/12/2022  
PAGE #: 3

# Consumer Purchase Terms

*(Last updated: December 1, 2020)*

**These Consumer Purchase Terms do not apply to educational institutions. If you are purchasing McGraw Hill products or services as an authorized representative of an educational institution or business that has a separate written agreement with McGraw Hill, that agreement will govern your purchase and use of the products or services and these Consumer Purchase Terms do not apply to you.**

**PLEASE READ THESE CONSUMER PURCHASE TERMS CAREFULLY. SECTION 11 INCLUDES AN ARBITRATION PROVISION REQUIRING ARBITRATION OF CERTAIN DISPUTES INSTEAD OF LITIGATION IN COURT AND A WAIVER OF THE RIGHT TO PARTICIPATE IN CLASS ACTIONS. IF YOUR COUNTRY OF RESIDENCE IS THE UNITED STATES, SECTION 11 APPLIES TO ALL DISPUTES WITH US. IF YOUR COUNTRY OF RESIDENCE IS OUTSIDE THE UNITED STATES, SECTION 11 APPLIES TO ANY ACTION YOU BRING AGAINST US IN THE UNITED STATES.**

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These Consumer Purchase Terms constitute the entire agreement between McGraw Hill and you with respect to the purchase and use of McGraw Hill Products. All references to "Services" in the [Terms of Use](#) and "services" in the [Privacy Center](#) shall be deemed to include reference to Products (as such term is defined herein). The [Terms of Use](#) apply to all Product purchases. In the event of a conflict between these Consumer Purchase Terms and the [Terms of Use](#), the terms of these Consumer Purchase Terms shall control.

**By (i) clicking any available “I Agree” checkbox or purchase or submit button on the Product checkout page or (ii) registering your user account, you accept and agree to be bound by these Consumer Purchase Terms. By accepting these Consumer Purchase Terms, you affirm that you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and that you will comply with these Consumer Purchase Terms in connection with your purchase and use of the Products.**

**1. MODIFICATIONS.**

We reserve the right to update and revise these Consumer Purchase Terms at any time. You will know if these Consumer Purchase Terms have been revised since your last visit to this website by referring to the “Last Updated” date at the top of this page; and we will endeavor to provide you with prior notice of any material changes by placing a notice on this website, communicating via email, or by some other means that are reasonably designed to inform you of the update. Your continued use of the Products after your receipt or the posting of notice of a change to these Consumer Purchase Terms will mean you accept and agree to be bound by the changes. You should review these Consumer Purchase Terms regularly for any changes.

**2. ORDER ACCEPTANCE.**

You agree that your order is an offer to buy, under these Consumer Purchase Terms, all Products listed in your order. We will not be obligated to sell the Products unless and until we accept your order. We may choose not to accept any orders in our sole discretion, in which case you will not be sold such Product and these Consumer Purchase Terms will not apply. After receiving your order, we will send you a confirmation email with your order number and details of the Products you have ordered, which serves as our acceptance of your order (“Order Confirmation”). Acceptance of your order and the formation of the contract of sale between McGraw Hill and you will not take place unless and until you have received your Order Confirmation.

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All prices posted on our websites are subject to change without advance notice. The price charged for a Product will be the price posted on our website at the time the order is placed and will be set out in your Order Confirmation. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total amount due and will be itemized and displayed when Products are placed in your shopping cart and in your Order Confirmation. We are not responsible for pricing, typographical, or other errors and we reserve the right to cancel any orders arising from such errors.

We currently use third parties to process payments. Our third-party payment processors ("Payment Processor") accept payments through various credit cards, including Visa, MasterCard, American Express, and Discover, as detailed on the applicable payment screen. You must provide current, complete, and accurate payment information in order to complete a purchase. You should immediately contact your card issuer, and promptly notify us and change your password as soon as possible if your payment information is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as if your username or password is lost or stolen or you believe there has been unauthorized disclosure or use of your account.

**4. SHIPPING, DELIVERY, TITLE, AND RISK OF LOSS.**

We will arrange for shipment of the ordered and accepted Print Products to you through a third-party delivery service provider, and we will provide a shipment tracking number upon shipment of all or any part of your order. Shipping and delivery dates and times are estimates only and cannot be guaranteed, and we are not liable for any loss or damages caused by a delay in shipment. Print Product title and risk of loss pass to you upon the transfer of Print Products to the delivery service provider.

You are responsible for inspecting the package(s) upon delivery and must note any visible damage on the proof of delivery or other delivery receipt the carrier asks you to sign. McGraw Hill is not responsible for any visible shipping damage not noted on the delivery receipt.

**5. PRODUCT SUBSCRIPTIONS AND AUTO-RENEWALS.**

McGraw Hill offers a variety of Products, including software and services such as ALEKS Independent Use, on a subscription basis subject to auto-renewal. This means that your subscription will automatically renew for a given term as communicated to you in the manner described below without any further action taken by you. Auto-renewal ensures continued access to your Product until you cancel your subscription, with no need to keep track of renewal dates.

Subscription periods shall commence upon the date of your order of the applicable Product. We will automatically renew your subscription on the applicable renewal dates presented to you on the Product checkout page and set forth in your Order Confirmation, using the payment method you used to pay for the initial subscription, until you cancel your subscription. You must cancel your subscription before it automatically renews at the end of the then-current subscription period (or free trial if applicable) in order to avoid renewal charges. Subscription fees are subject to change, and you will be charged at the then-current published subscription fee for your term. You will be notified in advance of any changed subscription fees and will be provided the opportunity to cancel prior to your subscription automatically renewing at the new price. Your

access is conditioned upon timely payment of the applicable subscription fee. You will not have access to the relevant subscription Product beyond your then-current paid period if your subscription is cancelled, allowed to lapse, or terminated for non-payment. **YOU MAY BE SUBJECT TO TERMINATION FEES FOR CANCELLATION OF SUBSCRIPTIONS DURING THE TERM.**

You may cancel your subscription for a Product by following the directions for cancellation in your Order Confirmation or by signing into your account for that Product, visiting your account information page, and following the instructions for cancellation or opt out for auto-renewal, or by contacting [Customer Service](#). You may cancel a subscription at any time, but the cancellation will only become effective at the end of your current billing period (or free trial if applicable). **We do not offer refunds or credits if you cancel your subscription after your new billing cycle began.** If you cancel your subscription in the middle of a billing cycle, you will not receive a refund of any prepaid subscription fees. Cancellation will only take effect at the end of your current billing period (or free trial if applicable) and we will allow you to access the relevant subscription Product until your most recently paid-up subscription period ends, unless a specific subscription Product offers a different policy.

Please review your Order Confirmation for additional auto-renewal terms for your specific Product subscription, including renewal dates, cancellation methods, and any fees, such as early termination fees, that may apply in some circumstances for some subscriptions.

## 6. **RETURNS AND REFUNDS.**

Refunds are available from McGraw Hill only for items purchased directly from McGraw Hill. Products purchased from bookstores, online retailers or other third parties may not be returned to McGraw Hill.

To return a Product, you must follow the instructions listed on the applicable purchase confirmation for the Product or our [Return Policy](#), or visit our [Customer Service](#) site for directions before shipping any returnable Print Products.

Refunds are processed within approximately 10 business days of our receipt of your returned Product. Your refund will be credited back to the same payment method used to make the original purchase on this website. **WE DO NOT OFFER REFUNDS ON ANY PRODUCTS DESIGNATED AS NON-RETURNABLE.**

Except for Products purchased on an automatically renewing subscription basis or any Products designated on this site or in the applicable Product purchase process as non-returnable, we will accept a return of Products purchased directly from McGraw Hill using this website, for a refund of your purchase price, less the original shipping and handling costs (if any), provided your return is made within the specified time period applicable to such Product set forth in our [Return](#)

## Policy.

### *Print Products*

Print Products must be returned in new, unmarked, and saleable condition. You are responsible for all shipping and handling charges on returned Print Products. You bear the risk of loss during shipment.

### *Digital Products*

Downloadable digital products are not eligible for return once downloaded. Digital Products offered on a single-term subscription basis and purchased by you that are required by your institution (e.g., Connect, ALEKS) may be returned within 14 days of the date of purchase. Independent use subscriptions to Digital Products purchased for your personal supplemental use (e.g., redi, ALEKS MathReady) do not offer refunds for partially used subscription periods. Please visit our [Customer Service](#) site for further details. You may cancel a subscription to a Digital Product at any time by following the instructions set forth in your Order Confirmation, by signing into your account for that Product, visiting your account information page, and following the instructions for cancellation or opt out for auto-renewal, or by contacting [Customer Service](#). Subscriptions to Digital Products for one-month or shorter terms are non-refundable.

Digital Products offered on an automatically renewing subscription basis do not offer refunds or credits may be subject to additional terms governing returns and refunds, which will be made available to you on the Product checkout page and/or your Order Confirmation. Please be sure to review all terms posted on the Product checkout page or provided in an Order Confirmation.

## **7. PROMOTIONS AND DISCOUNTS.**

From time to time, McGraw Hill may offer certain promotions or discounts that may be redeemed in a purchase for Products, subject to certain exclusions or other restrictions as may be determined and communicated by McGraw Hill in its sole discretion. Only valid offer codes provided by McGraw Hill will be honored at checkout. Codes supplied or promoted by third parties unauthorized by McGraw Hill (including any unauthorized third-party websites) will not be considered valid. Each valid offer code is non-transferable and valid for single use on a Product as determined by McGraw Hill. Offer codes may not be combined, and you are limited to the use of a single offer code per order. McGraw Hill is not responsible for lost, stolen or corrupted codes or any unauthorized use of codes. McGraw Hill is not responsible for pricing, typographical, or other errors in any offers and reserves the right to cancel any orders arising from such errors. Offer codes cannot be redeemed for cash or any cash equivalent. The dollar value of any offer code will not be refunded or credited back if any or all of the Products are returned. Expiration dates may apply to each offer code. Offer codes are void if copied, transferred, sold, exchanged, or expired, and where otherwise prohibited.

Promotions may include introductory free trial subscriptions that automatically renew as paid subscriptions at the end of the relevant free trial period, as indicated on the Product checkout page and/or Order Confirmation. Please be sure to review all terms posted on the Product checkout page and/or provided in an Order Confirmation, including renewal dates, cancellation methods, and any fees that may apply.

**8. NOT FOR RESALE OR EXPORT.**

You agree that your Product purchase is for your own use, not for resale, export, re-export, or transfer. Your purchase is subject to, and you are responsible for, compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions ("Export Laws"). Your purchase may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to the Export Laws.

**9. THIRD-PARTY SERVICES.**

The Products may contain links or connections to third-party websites, services, or other technology provided by third parties that are not owned or controlled by us ("Third-Party Services"). When you access Third-Party Services, you accept that there are risks in doing so, and that we are not responsible for such risks. A Third-Party Service may include or be accompanied by a separate service, license, privacy policy, or other agreement ("Third-Party Agreement"), in which case that Third-Party Service is provided solely under the terms of that separate Third-Party Agreement. The applicable supplier of any Third-Party Service is an intended third-party beneficiary of these Consumer Purchase Terms and may enforce such terms directly against you with respect to such Third-Party Services. By using Third-Party Services, you release and hold us harmless from any and all liability arising from your use of any such Third-Party Service. If there is a dispute between users, or between users and any third party in relation to a Third-Party Service, we are under no obligation to become involved.

**10. INTELLECTUAL PROPERTY.**

We or our licensors own and retain all right, title, and interest in and to the Products, including all associated trademarks, copyrights, trade secrets, and other intellectual property rights. Nothing in these Consumer Purchase Terms transfers any such rights, title, or interest to you, and we reserve all rights not expressly granted to you. For clarity, the license restrictions in Section 3 of the Terms of Use shall apply to Digital Products.

During the time you have a valid license to access a McGraw Hill eBook, you may access your eBook on only one (1) web session if using the McGraw Hill browser reader application(i.e., no concurrent users allowed) or up to two (2) devices if using a McGraw Hill reader mobile application. Only one licensed user at a time may log in to an ALEKS account. Only one licensed user at a time may

log in to a Connect account. Up to five (5) concurrent login sessions are allowed for a validly licensed ConnectED account. The number of concurrent login sessions per licensed account for a Product may change from time to time in our sole discretion.

**11. DISPUTE RESOLUTION, BINDING ARBITRATION, AND CLASS ACTION WAIVER.**

*GOVERNING LAW.* These Consumer Purchase Terms and the relationship between you and McGraw Hill will be governed by the laws of the State of New York without regard to its conflict of law provisions.

*ARBITRATION.* You and McGraw Hill agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Products under the rules of the American Arbitration Association Rules for Arbitration of Consumer-Related Disputes, except with respect to disputes arising out of (i) violations of our intellectual property rights or (ii) individual claims made in small claims court. Any such arbitration will be conducted in New York County in the State of New York. You covenant not to sue McGraw Hill in any other forum. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration.

*CLASS ACTION WAIVER.* You agree that (i) no arbitration proceeding hereunder shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers; and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding.

You also acknowledge and understand that, with respect to any dispute arising out of or relating to your use and purchase of Products, or these Consumer Purchase Terms:

- YOU ARE GIVING UP YOUR RIGHT TO PURSUE YOUR RIGHTS IN COURT;
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION INVOLVING ANY SUCH DISPUTE; AND
- YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

12. Notwithstanding the foregoing, to the extent that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of New York.

This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Consumer Purchase Terms.

**13. FORCE MAJEURE.**

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Consumer Purchase Terms, for any failure or delay in our performance (including a delay in shipment or delivery of Products to you) under these Consumer Purchase Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, quarantines, lockdowns, lockouts, strikes or other labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

Click here to view [Terms of Service](#).

Click here for the Spanish language version of the [Terms of Use](#).

Click here to view [Return Policy](#).

# McGraw Hill Customer Privacy Notice

Please note that this notice applies to individuals who visit McGraw Hill commercial web sites or otherwise interact with us as customers via our web sites, social media, or at events. As a customer, you may also be an end user. Please be sure to review our End User Privacy Notice regarding our privacy practices for end user PII. Our commercial web sites, such as mheducation.com, are not intended for use by minors below the age of 13. Privacy information for users of our digital learning systems, including those under the age of 13, can be found under the appropriate tabs (End User and Parents).

McGraw Hill is a global organization. We follow privacy laws and regulations that are applicable to our company and our services in the areas where we do business. By accessing our web sites or otherwise providing your personal information to McGraw Hill, you acknowledge that we will process your PII in accordance with this notice.

## What is Personal Information?

Personally Identifiable Information, or PII, shall mean any information relating to an identified or identifiable natural person ("data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## What Personal Information do we collect?

We collect PII, such as contact information, education details, or payment information, in order to provide you with the product and/or service requested.

We, or our service providers on our behalf, collect PII and other information when you access and/or submit PII on one of our web sites or interact with us at an event. You are not required to provide PII; however, in order to use certain services, we may need to collect certain PII for that service to function properly (e.g., to finalize your purchase) or for us to provide you with requested information.

Depending on the service or transaction, the PII we collect includes information from the following categories:

1. Name, initials or white page information: On our consumer web sites, we collect your name, initials or contact information when you create an account or purchase a product on our online store. We also collect your email address. We also collect this information if you connect with us via your social media account as an existing or potential customer.
2. Payment card industry data such as credit card number, billing address, etc.: If you make an online purchase from us, in addition to your name, we collect payment information through a third party website, which includes billing and shipping addresses and credit card data to process your transaction.
3. Contests and Promotions: If you participate in a contest or promotion with McGraw Hill, we collect your name, contact information, and other information necessary to enter the contest or participate in the promotion.
4. Communications: If you choose to communicate with or receive communications from McGraw Hill via phone, text, chat, email, or any other platform for technical support, customer service, or other assistance, those interactions may be recorded and monitored to deliver the service or information requested by you.
5. Third Party Marketing Lists: McGraw Hill also purchases and rents marketing lists from various providers including event management companies and education non-profits.

We automatically collect computer metadata and content to provide, improve, and maintain our products and services.

When you visit or make transactions on our web sites, we automatically collect certain information from you through the use of cookies, web beacons or other tracking mechanisms. This includes information about your experience such as your IP address, operating systems, pages viewed, and time spent. This allows McGraw Hill to collect information about customer usage and online behavior to tailor marketing to areas that may be more appropriate for the customer.

Third parties also collect information automatically from you across websites and over time through the use of their own cookies, web beacons, and tracking mechanisms. This information is used to enable the functions of the site, as well as customize, maintain, and improve our web sites. You may disable cookies via your browser or third party mechanisms. However, some features of our services may not function properly without them. Third party cookies we use include:

- AddThis
- Adobe Test & Target
- Baidu
- DoubleClick

- Eloqua
- Google: Various including AdWord Conversion, Analytics, Tag Manager, etc.
- LivePerson
- Marketo
- Omniture

You can change your Web browser's Internet preferences to disable or delete cookies, although that may affect certain functions on this site. To learn how to manage your cookies, please follow the instructions for your specific browser. If you wish to opt out of the use of data collected on our site to send you targeted advertising during your visits to other websites, you should adjust your browser preferences to not accept cookies. As an alternative, the following websites will allow you to opt out of the multi-site cookies <http://www.aboutads.info/choices> or <http://youronlinechoices.eu/>.

## How do we use personal information?

We will use PII to provide the requested service or to process transactions such as information requests or purchases in order to meet our contractual obligations to you.

We will also process your PII to meet our legitimate interests, for example to personalize your experience and to deliver relevant content to you; to maintain and improve our services; to generate and analyze statistics about your use of the services; and to detect, prevent, or respond to fraud, intellectual property infringement, violations of law, violations of our rights or Terms of Use, or other misuse of the services.

Except as described in this notice, we limit the use, collection, and disclosure of your PII to deliver the service or information requested by you. We do not collect, use, or disclose PII that is not reasonably related to the purposes described within this notice without prior notification. Your information may be combined in an aggregate and de-identified manner in order to maintain and/or improve our services.

## Do we use personal information to market to you

Where we are permitted by law to do so, we will send electronic marketing communications to you as a customer, depending on your location, however you always have the option to change your marketing preferences.

Depending on your location, where legally permissible, McGraw Hill uses your PII to provide you with materials that we believe are of interest. This includes information from

the platforms on which you choose to communicate with us including email, social media accounts, mobile devices and apps, McGraw Hill websites including text/chat functions, and your shopping cart.

In some locations, such as the European Union, we will only send electronic marketing communications to consumers if you provide your consent, however such communications may still be sent directly to businesses without consent. In all instances, you may choose to change your marketing preferences at any time by completing our [Global Opt-Out Form](#), clicking the unsubscribe button in any marketing email you receive from us, or by contacting [McGraw Hill's Local Privacy Official](#).

McGraw Hill shares your information with third parties to provide you with marketing from us, however we will not share your PII with third parties for them to market to you on their own behalf.

Please note, whatever preferences you select for marketing, you may still receive some transactional emails related to the services or products you purchase or use.

## When do we share personal information?

In general, we only share your PII in order to provide, maintain, or improve our products or services, or respond to legal requests.

1. Co-branded/Other Web Sites and Features – We share your PII with third-party business partners for the purpose of providing services to you and to manage co-sponsored events. Those business partners will be given limited access to the PII that is reasonably necessary to deliver the service, and we will require that such third parties follow the same privacy and security practices as McGraw Hill.
2. Business Transfer – In the event of a sale, merger or acquisition, we will be able to transfer your PII to a separate entity. We will use commercially reasonable efforts to require this entity to use your PII only for authorized purposes and by authorized persons in a manner consistent with the choices customers have made under this notice, and that security, integrity, and privacy of the information is maintained.
3. Agents/Service providers – We hire other companies to perform certain business-related functions on our behalf and according to our instructions. We provide your PII to service providers that host our platform data in the cloud, for example, AWS.
4. Affiliates – McGraw Hill is a global corporation that consists of multiple organizations. We share your PII between organizations within McGraw Hill to provide, maintain, and improve our products and services. A list of the

companies within the McGraw Hill group is available at the following link: [Legal Entities List](#).

5. Law Enforcement – In the event that McGraw Hill receives a legal demand for customer data from a law enforcement agency, that request will only be honored if:
  1. The request complies with all laws and clearly establishes the legal need for disclosure.
  2. The request is related to a specific investigation and specific user accounts are implicated in that investigation.
  3. Whenever legally permissible, users shall receive notice that their information is being requested.

McGraw Hill reserves the right to disclose to third parties non-personally identifiable information about our users and their use of the McGraw Hill websites and related services. For example, McGraw Hill may disclose aggregate data about the overall patterns or demographics of the users of the McGraw Hill websites to third parties.

## What rights do you have around your personal information?

You have the rights to access, export, be informed about, rectify, object to the further processing of, restrict the processing of, and withdraw consent to the processing of, and erase your PII.

1. Access and rectification: We strive to ensure that information we have about you is accurate and current. You may obtain confirmation as to whether or not PII concerning you exists, regardless of whether PII has already been recorded, and to be communicated such information in a readily understandable form. If you want to review the PII you have provided to us, or believe that the information we have about you is inaccurate, you should make a request by following the instructions below.
2. Choice & Objection to processing: With limited exceptions, you may choose to change how we use your PII at any time by following the instructions below on making a request. However, if the PII is required in order to provide you with the service or process a transaction, you may not be able to opt-out without canceling the transaction or service. You may object, in whole or in part, on legitimate grounds, to the processing of your PII, even where such processing is relevant to the purpose of the collection. In addition, you may choose whether to share information about yourself and the use of our sites with third parties such

as social media sites. You can also choose whether to receive marketing messages from us (see your options in our “Do we use your PII to market to you?” section above) and you may object, in whole or in part, to such processing.

3. **Restriction of processing:** In specific cases (e.g., if you challenge the accuracy of the PII, while this is being checked), you can request a restriction on the processing of your PII, which can only be processed to file or defend claims.
4. **Information:** You may be informed a) of the source of the PII; b) of the purposes and methods of the processing; c) of the logic applied to the processing, if processing is carried out with the help of electronic means; d) of the identity of the data controller and data processors; and e) of the entities or categories of entities to whom the PII may be communicated and who may have access to such PII in their capacity as data processor(s) or person(s) in charge of the processing.
5. **Data portability:** You may request that we export your PII from our systems in a readily accessible file type. If completed, this means you will have received a copy of your PII that we have retained as a result of you doing business with McGraw Hill.
6. **Withdraw consent:** Where we are using your PII with your consent, you may withdraw your consent at any time, though this will not affect the lawfulness of our uses of your PII prior to the withdrawal.
7. **Erasure:** You may request erasure, anonymization or blocking of PII that have been processed unlawfully, including PII whose retention is unnecessary for the purposes for which it has been collected or subsequently processed, and will obtain certification to the effect that such operations, as well as their contents, have been notified to the entities to whom the data were communicated, unless this requirement proves impossible or involves a manifestly disproportionate effort. At your request, in such instances, we may therefore delete or de-identify your information. However, you should be aware that doing this may limit your use of our services. For example, if you request the deletion of your account within an ecommerce portal, you may be required to re-enter this information should you wish to make another purchase.

To exercise any of your data subject rights, you should fill in a [Data Request Form](#) or contact [McGraw Hill's Local Privacy Official](#).

## How do we protect personal information?

Our IT security team has established industry standard security measures to protect your PII from unauthorized access and use.

McGraw Hill takes reasonable precautions to protect your information. When you submit personal information via the website, your information is protected both online and off-line. McGraw Hill utilizes reasonable security measures to protect the security and confidentiality of your PII from unauthorized access and use.

## How long do we retain personal information?

We will retain your data for the minimum amount of time necessary to accomplish the purpose for which it was collected, and thereafter no longer than is permitted under McGraw Hill's data retention policies. We will retain and use your data as necessary to comply with our obligations, resolve disputes and enforce agreements.

For information on the retention period that applies, reach out to the Privacy Office by emailing [privacy@mheducation.com](mailto:privacy@mheducation.com) or calling +1-646-766-3199.

## When do we transfer personal information overseas?

McGraw Hill is a global organization. Depending on your location, and the product or service, your information may be stored and processed within secure data centers at one or many of our locations. McGraw Hill has committed to meeting the requirements of local data protection laws, including EU law, to the extent required. If your data is stored locally, then your local laws prevail.

We recognize and acknowledge current data protection laws in the European Union, Switzerland, and around the world. To comply with privacy laws in the European Union, we have implemented appropriate contracts for the international transfer of PII, on the basis of the standard contractual clauses approved by the European Commission and other international models as required by local law, to provide a legal mechanism for transferring data to McGraw Hill locations globally. For more information on the aforementioned model contracts and how to obtain a copy of the contract, please contact the Privacy Office at [privacy@mheducation.com](mailto:privacy@mheducation.com) or +1-646-766-3199.

# State Specific Contract Provisions

The following provisions are required by each State listed here. These provisions are incorporated into any and all agreements currently existing between McGraw Hill LLC ("McGraw Hill") and Subscriber. By entering into an agreement with McGraw Hill, Subscriber acknowledges and consents to the applicable provisions contained herein. It is the sole responsibility of Subscriber to comply with the appropriate requirements. If you have any questions or concerns, please send an email detailing your concern to [BidsandContracts@mheducation.com](mailto:BidsandContracts@mheducation.com).

## **Connecticut**

McGraw Hill agrees to comply with the following legal and statutory requirements required by Connecticut General Statute §§ 10-234.

All Subscriber Data (as defined in the [Terms of Service](#)) provided or accessed pursuant to this Agreement is not the property of, or under the control of, McGraw Hill.

Subscriber must have access to and the ability to delete any Subscriber Data in McGraw Hill's possession. Subscriber may request the deletion of Subscriber Data by submitting McGraw Hill's Privacy Request Form:

<https://www.mheducation.com/privacy/privacy-request-form>

McGraw Hill shall not use Subscriber Data for any purposes other than those authorized pursuant to this Agreement.

A student, parent or legal guardian of a student may review Personally Identifiable Information (as defined in the Terms of Service) concerning the student End User and correct any erroneous information, if any, in such Personally Identifiable Information, by Subscriber submitting McGraw Hill's Privacy Request

Form:<https://www.mheducation.com/privacy/privacy-request-form>.

McGraw Hill shall take actions designed to ensure the security and confidentiality of Subscriber Data.

The [McGraw Hill Data Privacy and Security Guidelines](#) contain a description of the procedures that McGraw Hill will follow to notify the local or regional board of education, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been a Security Incident (as defined therein).

Personally Identifiable Information concerning End Users shall not be retained by, or available to, McGraw Hill after the earlier of McGraw Hill's standard data retention period and (ii) Subscriber's written request to delete Personally Identifiable Information concerning End Users unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with McGraw Hill for the purpose of storing student-generated content.

The parties shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

The laws of the State of Connecticut shall govern the rights and duties of the parties.

If any provision of this Agreement or the application of this Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application.

## **Illinois**

McGraw Hill agrees to comply with the following legal and statutory requirements required by Illinois Compiled Statutes 105 ILCS 85/15.

1. McGraw Hill's [End User Privacy Notice](#) contains a list of the categories or types of Personal Information to be provided to McGraw Hill.
2. The product or service being provided to Subscriber by McGraw Hill may be found in the applicable purchase order.
3. Pursuant to the federal Family Educational Rights and Privacy Act of 1974, McGraw Hill is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which Subscriber would otherwise use employees, under the direct control of Subscriber, with respect to the use and maintenance of Personal Information, and is using the Personal Information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless

otherwise permitted under the Illinois Student Online Personal Protection Act, without permission from Subscriber or pursuant to court order.

4. If a breach is attributed to McGraw Hill, any legally required, actual, documented costs and expenses incurred by Subscriber in investigating and remediating the breach will be reimbursable by McGraw Hill, which may include Subscriber's costs for: providing any legally required notification to parents, providing legally required credit monitoring to student End Users, legal fees, audit costs, fines, and any other fees or damages imposed against Subscriber as a result of McGraw Hill's security breach, and providing other legally required notifications or fulfilling any other requirements adopted by the State board or state or federal laws.
5. McGraw Hill must delete or transfer to Subscriber all Personal Information if the Personal Information is no longer needed for the purposes of the written agreement after the earlier of McGraw Hill's standard data retention period and (ii) Subscriber's written request that the Personal Information is no longer needed for the purposes of the written agreement. Subscriber may submit such request by submitting McGraw Hill's [Privacy Request Form](#).
6. If Subscriber maintains a website, Subscriber must publish its written agreement with McGraw Hill on Subscriber's website. If Subscriber does not maintain a website, Subscriber must make its written agreement with McGraw Hill available for inspection.

# Terms of Service

If you are outside the United States and access McGraw Hill products or services serving regions outside the United States, please go to our [Terms of Service for International Platforms](#).

THESE TERMS OF SERVICE, together with the [Terms of Use](#) and the [Privacy Notice](#), form a legal agreement (the "Agreement") between McGraw Hill LLC or its applicable subsidiaries or affiliates ("McGraw Hill", "we" or "us") for the Services defined below and the educational institution, company, or organization ("You" or the "Subscriber") entering into this Agreement and identified on the registration page of Your subscription contract for the Services (the "Registration Page"), where applicable. This Agreement also governs Your use of the Solution (as defined below).

**These Terms of Service apply after clicking "I accept" in any available checkbox, by placing an order and paying for the Solution, by registering to use and then using the Solution, and/or by executing the Registration Page, where applicable. By accepting these Terms of Service, You affirm that You are at least 18 years of age, that You agree to these Terms of Service, the Terms of Use, and Privacy Notice and You will comply with such terms in connection with Your use of the Solution. You agree that (i) You are an employee, director, or agent of Subscriber; (ii) You have confirmed that Subscriber has agreed to be bound to these Terms of Service, the Terms of Use, and Privacy Notice; and (iii) Subscriber has authorized You to use the Solution on its behalf.**

## 1. THE SOLUTION.

McGraw Hill has developed a web-based solution (the "Solution") that enables users to access certain online products and services ("Services") and related courses, content and information (together with the Services, the "McGraw Hill Content") offered by McGraw Hill through our website (the "Website") by purchasing a subscription. McGraw Hill hereby grants Subscriber a non-exclusive, non-transferable license to access and use the Solution, and allow each administrator, faculty member, and student enrolled by Subscriber (each a designated "End User") to access and use the Solution, through the Website, solely for educational purposes. End Users may access the Solution and the McGraw Hill Content in accordance with an access method offered by McGraw Hill and selected by Subscriber. All End Users other than K-12 students will be required to agree to the [Terms of Use](#) in order to access the Solution and the McGraw Hill Content. Payments of applicable fees to McGraw Hill are due within thirty (30) days of the date of invoice unless otherwise agreed to in writing.

**2. ADDITIONAL TERMS.**

All use of the Solution and McGraw Hill Content is subject to this Agreement and any additional terms agreed to by the parties in connection with the Solution and McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the McGraw Hill Content.

**3. ADDITIONAL SERVICES.**

McGraw Hill may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber. Any professional services to be provided by McGraw Hill to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between McGraw Hill and Subscriber.

**4. APPLICABLE PRIVACY LAW.**

Subscriber is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). "Personally Identifiable Information", or "PII", shall mean any information relating to an identified or identifiable natural person (a "data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. McGraw Hill acknowledges that in the course of Subscriber's use of the Services, End Users' Personally Identifiable Information may be disclosed to McGraw Hill. McGraw Hill agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. McGraw Hill acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, McGraw Hill agrees that under Applicable Privacy Law, officers, employees, and agents of McGraw Hill who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to McGraw Hill. McGraw Hill and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services.

McGraw Hill shall enable Subscriber to maintain compliance with Applicable Privacy Law in connection with Subscriber's use of the Solution. For further information about McGraw Hill's data privacy and security practices, please read our Privacy Notice.

**5. SUBSCRIBER DATA.**

All information concerning Subscriber ("Subscriber Data") and Personally Identifiable Information concerning End Users shall belong to Subscriber and shall be considered Confidential Information of Subscriber subject to the terms and conditions of this Agreement. Subscriber assumes sole responsibility for: (a) providing any notices and obtaining any consent needed to the extent required under COPPA or other Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users' parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.

**6. MCGRAW HILL USE OF SUBSCRIBER DATA.**

As a service provider to Subscriber, McGraw Hill will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Privacy Law to protect the confidentiality, security, and integrity of Personally Identifiable Information and Subscriber Data received by McGraw Hill in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that McGraw Hill has the right to use the Personally Identifiable Information and Subscriber Data collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personally Identifiable Information and Subscriber Data will be used by McGraw Hill for Research Purposes only in the aggregate and so that the privacy of the individual's Personally Identifiable Information will be maintained.

**7. LOCATION OF SERVICES.**

We own, control and operate the Solution from our offices in the United States. We do not represent that materials on the Solution or the Website are appropriate or available for use in other locations. Subscribers who access the Solution from outside the U.S. are responsible for compliance with local laws, if and to the extent local laws are applicable.

**8. OWNERSHIP.**

No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber is permitted to access and use the Solution, McGraw Hill Content and any other materials provided hereunder only as expressly

set forth in these Terms of Service. Subscriber is not permitted and shall have no right to use the Solution or McGraw Hill Content for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, McGraw Hill's right, title, and interest in the Solution and McGraw Hill Content.

1. Before using any content or materials in the Solution or McGraw Hill Content designated as "open", OER, or available for public use, you should review the governing licensing restrictions associated with such content or materials. No rights of any kind are granted by McGraw Hill to use such content or materials outside of the Solution.
2. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant McGraw Hill the right to make such third-party content available to End Users in the same manner and to the same extent as the McGraw Hill Content provided in the Solution, and that such third-party content will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options may be presented through the user upload interface available on the Solution which shall be in addition to, and not in lieu of, these Terms of Service.

**9. RESTRICTIONS ON USE.**

Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution or McGraw Hill Content; (b) decompiling, reverse engineering or disassembling the Solution or McGraw Hill Content, (c) distributing or disclosing the Solution or McGraw Hill Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or McGraw Hill Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or McGraw Hill Content.

**10. TERM AND TERMINATION.**

This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations, for which McGraw Hill may terminate this Agreement immediately), McGraw Hill may terminate this Agreement on five (5) business days' prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing McGraw Hill with no less than thirty (30) days' prior written notice or (b) ceasing all access to the

Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, McGraw Hill may terminate this Agreement on at least sixty (60) days prior written notice.

**11. EFFECT OF TERMINATION OR EXPIRATION.**

Subscriber's permission to use the Solution and McGraw Hill Content shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution or McGraw Hill Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 14 ("Liability"), 15 ("Indemnification") and Section 16 ("Miscellaneous").

**12. CONFIDENTIALITY.**

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personally Identifiable Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) only disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know" basis; provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

**13. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.**

Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. MCGRAW HILL DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION, THE MCGRAW HILL CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MCGRAW HILL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF

TRADE. WITHOUT LIMITING THE FOREGOING, MCGRAW HILL MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (ii) THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MCGRAW HILL, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that McGraw Hill may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

**14. LIABILITY.**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MATERIALS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent the foregoing exclusion of liability is not permitted under applicable law, McGraw Hill's liability in such case will be limited to the greatest extent permitted by law.

**15. INDEMNIFICATION.**

McGraw Hill shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. To the extent permitted by law, Subscriber shall indemnify, defend and hold harmless McGraw Hill and its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by McGraw Hill hereunder.

## 16. MISCELLANEOUS.

The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Subscriber has entered into a separate written agreement with McGraw Hill regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of McGraw Hill, which consent McGraw Hill may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

Click here to view [Terms of Use](#).

Click here for the Spanish language version of the [Terms of Service](#).

# Terms of Use

If you are outside the United States and access McGraw Hill products or services serving regions outside the United States, please go to our [Terms of Use for International Platforms](#).

If you are an MHCampus user, please go to our [MHCampus Terms of Use](#).

**If you are using McGraw Hill products or services as a member of an educational institution or business that has a separate written agreement with McGraw Hill, that agreement will govern your use of the products or services and these terms and conditions as written below do not apply to you.**

## TERMS OF USE

### CONSUMER PURCHASE TERMS

### USER CONTENT SUBMISSION

# McGraw Hill Terms of Use

*(Last updated: January 2020)*

These terms and conditions (the "Terms of Use") apply to all web sites and applications (collectively, the "Sites") owned and operated by McGraw Hill LLC or one of our affiliated companies ("McGraw Hill" or "us" or "we"). By registering for or otherwise using any of our Sites or Services (as defined below), or accessing any content or material that we make available through the Services or Sites, you agree to these Terms of Use. You may also agree to these Terms of Use by signing or entering into an ordering document with McGraw Hill that incorporates these Terms of Use. These Terms of Use, our [Privacy Notice](#) which is hereby incorporated by reference, and any ordering document form a legally binding agreement between you and McGraw Hill (collectively, this "Agreement"). We reserve the right, at our discretion, to change these Terms of Use in the future.

If you do not agree to this Agreement, you may not access or otherwise use the Sites or the Services.

You may use the Services only if you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and can form legally binding contracts under applicable

law. If you are under 18 or the legal age of majority in your jurisdiction, your educational institution, parent, or guardian must agree to these Terms of Use on your behalf.

**1. PROPRIETARY SERVICES FOR REGISTERED USERS.**

McGraw Hill operates electronic platforms/systems including web and mobile applications that enable students, instructors, and administrators of educational institutions to access and use certain online products and services offered by McGraw Hill (collectively and including any subsequent versions of such platforms/systems and applications, the "Services") through our Sites. The material on our Sites include general non-proprietary information available to all users of our Sites, but in order to access and use the Services you will be required to register on our Sites or through your educational institution. If you register to use the Services on behalf of your educational institution, you will be required to agree to additional terms and conditions in connection with the registration process (the "Terms of Service").

**2. USER INFORMATION, COPPA.**

During the course of using the Services, we may ask you to share certain personal information in order for us to provide you with the Services. Our Privacy Notice describes our policies around collecting, using, and maintaining the privacy of your personal information. You acknowledge and agree that between you and McGraw Hill, only you are responsible for the accuracy and content of your personal information, and you agree to keep it up to date.

In accordance with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of their educational institution or the child's parent or guardian. If an educational institution with students that are under thirteen (13) years of age uses our Services, the educational institution may also provide us with personally identifiable information about its students. We use student information to provide the Services to the educational institution and its students, consistent with our Privacy Notice.

**3. INTELLECTUAL PROPERTY.**

During the applicable term of your subscription for Services, subject to the payment of any fees in any applicable subscription agreement and subject to compliance with these Terms of Use and any other agreement governing your use of the Services, McGraw Hill grants you a limited, non-exclusive and non-transferable license to access and use the Services over the Internet via the Site provided for the Services for your own internal use for educational purposes only. McGraw Hill is the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the "Trademarks") on our Sites and is the owner or licensee of the content and/or information on our Sites. Your use of our Sites does not grant to you a license to any content or materials you may access on our Sites, unless otherwise

expressly provided in these Terms of Use or the Terms of Service. You may not use any Trademark displayed on our Sites without our prior written consent or prior written consent of the third-party that owns any other trademarks.

**4. ACCESS TO MCGRAW HILL CONTENT.**

We may provide you with access to content and information related to the Services (the "McGraw Hill Content"). Your use of McGraw Hill Content is subject to these Terms of Use as well as any additional terms you agree to in connection with such McGraw Hill Content and/or posted on the Site for the McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You may not share or distribute to a third party any screen name or password for accessing the Services or the McGraw Hill Content. You may access and use materials from the Services and/or the McGraw Hill Content only for your own research or study.

**5. RESTRICTIONS ON USE.**

Only you are to access the Services and/or the McGraw Hill Content using your username or password. If your license includes access to eBooks, during the time you have a valid license you may access your eBook on only one (1) web session if using the McGraw Hill eReader (i.e., no concurrent uses allowed) or two (2) devices if using McGraw Hill's Read Anywhere mobile application. If we have reason to believe you have shared your password information or access to your account or have used the Services in violation of the provisions herein, we may suspend or terminate your account and refuse any and all current or future use of the Services. You agree that you will not otherwise copy, transmit, rent, forward, lend, sell, or modify any materials from the Services and/or the McGraw Hill Content or modify or remove any proprietary notices contained therein, or create or enable the creation of derivative works based thereon. You may not use any robot, spider, other automatic device or program or manual process to access, monitor, copy or reproduce the Services or the McGraw Hill Content. You may not engage in systematic retrieval of content from the Services or the McGraw Hill Content to create or compile, directly or indirectly, a collection, compilation, database or directory. You may not disseminate any portion of the Services or the McGraw Hill Content through electronic means, including mail lists or electronic bulletin boards. You may not reverse engineer the Services, nor circumvent, disable, or otherwise interfere with any technical and/or other limitations, including without limitation security-related features. You acquire no right, title or interest in any McGraw Hill content except for the limited access license granted to you, and McGraw Hill reserves all rights in the McGraw Hill Content.

**6. COMMUNICATIONS TO MCGRAW HILL.**

Although we encourage you to e-mail us, you should not e-mail us anything that

contains confidential information or personally identifiable information. Please refer to the Privacy Notice with regard to how we handle your personal information. By e-mailing us or otherwise providing content to us, or posting content to the Sites or the Services including but not limited to feedback, questions, comments, suggestions, and the like (collectively, "User Content"), you agree to be bound by our [User Content Submission Agreement](#) and we may use any non-personally identifiable ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information. You own the rights to anything you post to the Sites or the Services, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all non-personally identifiable submissions you provide to us, in any media now known or hereafter devised. The Site or Services may permit you to upload third-party content for use with the Site or Services ("Service Uploads"). You represent and warrant that prior to providing any upload you will have all necessary rights to provide the Service Uploads, and that your Service Uploads will not infringe any third-party rights, including any intellectual property or proprietary rights. You grant McGraw Hill the right to make your Service Uploads available to licensed end users in the same manner and to the same extent as the McGraw Hill Content provided in the applicable Service. Additional terms and options for Service Uploads may be presented through the applicable upload interface available on the Site offering the Service which shall be in addition to, and not instead of, these Terms of Use.

#### **7. COMMUNITY GUIDELINES.**

In using the Sites or Services, you agree you will not: (a) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (b) post advertisements or solicitations of business; (c) impersonate another person; (d) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant McGraw Hill all of the license rights granted herein; (e) submit material that is unsuitable for minors in any country; or (f) submit material that is malicious or destructive in nature, or contain a virus or other computer programming routine or engine that is intended to damage or otherwise interfere with any system, data, or information. McGraw Hill does not and cannot review all User Content or Service Uploads and is not in any manner responsible for such content. McGraw Hill reserves

the right, but has no obligation, to refuse to post, block or remove communications or materials for any reason in its sole discretion. McGraw Hill may terminate your access to our Sites and/or the Services to prevent further posting or distribution of any communications or materials, and McGraw Hill may, but is not obligated to, report any of your communications or materials to your educational institution.

**8. NO WARRANTIES.**

WE AND OUR LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES, MCGRAW HILL CONTENT OR THE SERVICES. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITES, THE MCGRAW HILL CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. MCGRAW HILL IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. MCGRAW HILL RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

**9. EXTERNAL WEBSITES.**

Our Sites may contain links to third-party applications or websites ("External Websites"). These links are provided only as a convenience to you and not as an endorsement by us of the content on such External Websites. When you access an External Website, McGraw Hill has no control over its content, applications, or services. We do not make any representations regarding the accuracy, quality, or accessibility of any External Website or its content or materials. McGraw Hill disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

**10. INDEMNIFICATION.**

You agree to defend, indemnify, and hold harmless McGraw Hill and our officers, directors, employees, successors, licensors, service providers, and assignees from and against any claims, actions, demands, liabilities, losses, damages, costs and expenses including, without limitation, reasonable legal and accounting fees, arising from or relating to your breach of this Agreement or your access to, use, or misuse of the McGraw Hill Content, our Sites, or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **11. LIABILITY.**

IN NO EVENT WILL MCGRAW HILL OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MCGRAW HILL CONTENT, SITES, THE SERVICES, OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MCGRAW HILL CONTENT, THE SITES, OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THE FOREGOING EXCLUSION OF LIABILITY IS NOT PERMITTED UNDER APPLICABLE LAW, MCGRAW HILL'S LIABILITY IN SUCH CASE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **12. INFRINGEMENT NOTIFICATION.**

We respect the intellectual property rights of others, and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, McGraw Hill, 2 Penn Plaza, New York 10121. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## **13. COMPLIANCE WITH APPLICABLE LAWS.**

We control and operate our Sites from our offices in the United States of America. We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

#### **14. TERMINATION OF THE AGREEMENT.**

We reserve the right in our sole discretion, to restrict, suspend, or terminate your use or access to any of the Services, McGraw Hill Content, and/or our Sites and/or discontinue any portion, feature, or content of the Services, McGraw Hill Content, our Sites, or this Agreement at any time and for any reason without prior notice or liability. If you violate these Terms of Use McGraw Hill may, but is not obligated to, report any such violation of these Terms of Use to your educational institution. When reasonably feasible, we will make reasonable efforts to provide notice of significant changes to the Services to end users with active licenses to use the Services.

#### **15. MISCELLANEOUS.**

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the "Termination of the Agreement" provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications to McGraw Hill," "No Warranties," "Indemnification," "Liability," "Compliance With Applicable Laws," "Termination of the Agreement," and "Miscellaneous." Our failure to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Click here to view [Terms of Service](#).

Click here for the Spanish language version of the [Terms of Use](#).

Click here to view [Return Policy](#).

# User Content Submission Agreement

*Last modified January 2020*

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## Executive Summary Finance Committee Meeting

DATE: March 24, 2022

TOPIC: Thomson Reuters Clear Renewal for a 3-Year Term

PREPARED BY: Courtney Whited/David Russo

### Recommended for:

- Action
- Discussion
- Information

### Purpose/Background:

The Board of Education approves all contracts.

CLEAR is an investigation software program used to verify residency information provided by families intending to send their children to Lincolnwood School District 74 schools. District's Legal Counsel has reviewed the terms and conditions on the order form. The CLEAR order form is acceptable as presented. They are not receiving student information; therefore, SOPPA does not apply. Also, it defaults to Illinois law in Illinois state or federal courts for any dispute.

### Fiscal Impact:

Three-year Total: \$8,048.76

<b>First Year</b>	\$2,604.00 / year	May 1, 2022 - April 30, 2023	<b>\$217.00 / month</b>
<b>Second Year</b>	\$2,682.12 / year	May 1, 2023 - April 30, 2024	<b>\$223.51 / month</b>
<b>Third Year</b>	\$2,762.64 / year	May 1, 2024 - April 30, 2025	<b>\$230.22 / month</b>

*The District paid \$355.39 per month during the 2021-22 fiscal year.*

### Recommendation:

The Finance Committee concurs with the Administration to recommend to the Board of Education to approve this Order Form from Thomson Reuters for CLEAR software access in the amount of \$8,048.76 from May 1, 2022 through April 30, 2025.



# Order Form

# Order ID:Q-02546489

Contact your representative [ken.trudeau@thomsonreuters.com](mailto:ken.trudeau@thomsonreuters.com) with any questions. Thank you.

### Subscriber Information

**Sold To Account Address**

Account #: 1003514499  
LINCOLNWOOD SCHOOL DISTRICT 74  
ACCOUNTS PAYABLE  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD IL 60712-2520 US

“Customer”

**Shipping Address**

Account #: 1003514499  
LINCOLNWOOD SCHOOL  
DISTRICT 74  
ACCOUNTS PAYABLE  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD IL 60712-2520 US

**Billing Address**

Account #: 1003514499  
LINCOLNWOOD SCHOOL DISTRICT 74  
ACCOUNTS PAYABLE  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712-2520 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

**Thomson Reuters General Terms and Conditions** apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Thomson Reuters General Terms and Conditions for Federal Subscribers** is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

### Clear Fixed Rate / Window/Fraud Waste & Abuse Products

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Order Type
41859364	CLEAR Government Investigations Advanced	1	Seats	\$217.00	36	Subscription

### Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

### Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 90 days before each 12 month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

### Miscellaneous

**Applicable Law.** If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

**CLEAR Fixed Rate Usage :** If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage :** If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product

data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Amended Terms and Conditions**

**Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Signature for Order ID: Q-02546489**

**ACKNOWLEDGEMENT Q-02546489**

**I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.**

\_\_\_\_\_  
**Signature of Authorized Representative for order**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

This Order Form will expire and will not be accepted after 4/11/2022 CT.



THOMSON REUTERS

# Attachment

# Order ID: Q-02546489

Contact your representative [ken.trudeau@thomsonreuters.com](mailto:ken.trudeau@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-02546489

### Payment, Shipping and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1003514499

**Order Confirmation Contact (#28)**

Contact Name: Whited, Courtney  
Email: cwhited@sd74.org

### Account Contacts

Contact Name	Email Address	Customer Type Description
Courtney Whited	cwhited@sd74.org	CLEAR PRIMARY CONT
Courtney Whited	cwhited@sd74.org	EML PSWD CONTACT

### IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
111.111.111.111	222.222.222.222				

**Sub Material**

**Quantity**

**Active Subscription to be Lapsed**

42028395	1	BATCH PERSON SEARCH 4800 ANNUAL INPUTS
41859364	1	CLEAR Government Investigations Advanced

### Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41859364	CLEAR Government Investigations Advanced	\$217.00	3.00%	\$223.51	3.00 %	\$230.22	N/A	\$N/A	N/A	\$N/A

### Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.



## Executive Summary Finance Committee Meeting

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DATE: March 24, 2022

TOPIC: Educational Benefit Cooperative (EBC) Announced FY23 Insurance Rates

PREPARED BY: Courtney Whited

### Recommended for:

- Discussion
- Information

### Purpose/Background:

The Educational Benefit Cooperative announced the rates for medical, dental and life insurance that will take effect from July 1, 2022 through June 30, 2023. They are as follows:

**+5.5% PPO**

**+7.7% HMO**

**+3.7% Dental**

**0.0% Life**

The typical distribution on medical insurance premium costs is 70% to the District and 30% to the employee. According to the CBA, if an annual increase is over 6.5%, the overage amount is to be split 50%-50% between the District and the employee. Even though the HMO rate triggers this event, the amount does NOT sway significantly enough to cause the District to lose its Grandfathered status. A sway would be significant if the costs divided between the employer and employee shift more than 5.0% from the prior year. *Healthcare.gov's* description of Grandfathered is "An individual health insurance policy purchased on or before March 23, 2010. These plans weren't sold through the Marketplace, but by insurance companies, agents, or brokers. They may not include some rights and protections provided under the Affordable Care Act. Plans may lose "grandfathered" status if they make certain significant changes that reduce benefits or increase costs to consumers. A health plan must disclose whether it considers itself a grandfathered plan."

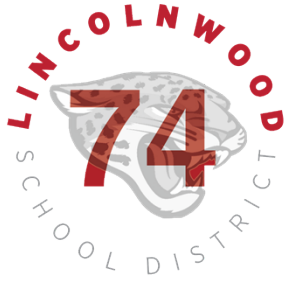
**Fiscal Impact:**

This table indicates SD74's portion of a monthly EBC invoice which is typically 70% on medical and 85% on dental but not always due to some who have insurance covered differently than most (administrators, FTEs, retirees). The July estimate does not include any potential employee plan changes because open enrollment takes place in May. The District covers 100% of life insurance costs. Voluntary additional life plans are covered 100% by the employees.

<b>March 2022 Invoice</b>	<b>Current Monthly Rate</b>	<b>Qty.</b>	<b>03/2022 SD74 PORTION</b>	<b>July 1, 2022 Estimate</b>
PPO EE Only	\$1,030.19	31	\$21,600	<b>\$22,800</b>
PPO EE +1	\$1,782.18	17	\$22,300	<b>\$23,500</b>
PPO Family	\$2,410.57	42	\$76,000	<b>\$80,200</b>
HMO EE Only	\$645.40	23	\$9,900	<b>\$10,700</b>
HMO EE +Spouse	\$1,179.40	5	\$4,500	<b>\$4,900</b>
HMO EE +Children	\$1,247.72	11	\$9,600	<b>\$10,300</b>
HMO Family	\$1,782.56	17	\$22,300	<b>\$24,000</b>
<b>NO MEDICAL PLAN</b>	<b>\$0</b>	<b>26</b>	<b>\$0</b>	<b>\$0</b>
Dental EE Only	\$32.42	54	\$1,420	<b>\$1,500</b>
Dental Family	\$97.33	107	\$9,115	<b>\$9,450</b>
<b>NO DENTAL PLAN</b>	<b>\$0</b>	<b>21</b>	<b>\$0</b>	<b>\$0</b>
Life AD&D Insurance	Ranges	162	\$1,600	<b>\$1,600</b>
<b>Monthly Estimates</b>			<b>\$178,335 /mo.</b>	<b>\$188,950 /mo.</b>

**Recommendation:**

This summary is for informational purposes.



## Executive Summary Finance Committee Meeting

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DATE: March 24, 2022

TOPIC: District Custodial Services Contract

PREPARED BY: Courtney Whited

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The three-year custodial contract with GSF, USA Inc. ends on July 31, 2022. SD74 reached out to Legal Counsel relative to next steps. Per the bid document, SD74 specified a three-year term starting August 2019 that covers 2019-20, 2020-21, and 2021-22 on the initial term. SD74 also specified there would be options to renew for two additional one-year periods by mutual agreement of the parties. Thus, SD74 does not need to bid out this service for 2022-23 if the District and GSF are in agreement on extending it for next year. However, the bid document also specified that annual contract price increases are based upon the CPI for Chicago-Gary-Kenosha, not to exceed 5%.

This type of contract structure allows both parties the flexibility to extend, if desired or terminate after three years, if not. I have had clients get hit with complaints that “we’re losing money on this deal” in the later years of longer service contracts. This allows the vendor to decide whether or not the chance for extra compensation is worth the risk of losing the District as a client entirely.

### **Fiscal Impact:**

The table indicates the financial impact of two scenarios; a maximum 5.0% increase allowed by the existing contract and a 3.35% increase to reach the Illinois Minimum Wage target for January 1, 2023. Both scenarios create a situation in which a 5.0% increase in 2023-24 will be insufficient for the Night Shift Custodial position's hourly pay rate.

<b>Illinois Minimum Wage Law</b>						
1/1/20	6/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
\$9.25	\$10.00	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00

**Lincolnwood SD74- Maximum 5.00% increase will not meet IL Min. Wage by 2023-24**

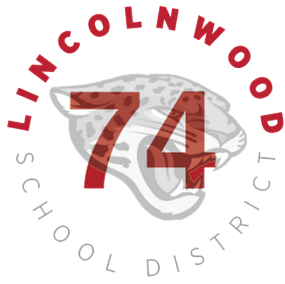
Positions	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Night Shift Custodians (8)	\$12.00	\$12.28	\$12.59	\$13.22	\$14.00	\$15.00
Day Shift Custodians (3)	\$13.00	\$13.30	\$13.63	\$14.31	\$15.15	\$16.23
Percentage Increase	N/A	2.30%	2.50%	5.00%	5.90%	7.15%
Annual Projected Contract	\$415,459.45	\$425,015.02	\$435,640.40	\$457,422.42	\$484,410.34	\$519,045.68

**Lincolnwood SD74- 3.25% increase to meet IL Min. Wage for 2022-23**

Positions	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Night Shift Custodians (8)	\$12.00	\$12.28	\$12.59	\$13.00	\$14.00	\$15.00
Day Shift Custodians (3)	\$13.00	\$13.30	\$13.63	\$14.07	\$15.15	\$16.23
Percentage Increase	N/A	2.30%	2.50%	3.25%	7.70%	7.15%
Annual Projected Contract	\$415,459.45	\$425,015.02	\$435,640.40	\$449,798.71	\$484,433.21	\$519,070.18

**Recommendation:**

This summary is for informational purposes. The Administration requests direction from the Finance Committee on next steps.



## Executive Summary Finance Committee Meeting

DATE: March 24, 2022

TOPIC: Workers' Compensation Proposals

PREPARED BY: Courtney Whited

### Recommended for:

Action

Discussion

Information

### Purpose/Background:

As requested by the Finance Committee, the Administration further explored workers' compensation insurance alternatives to the current provider, IPRF. The District's Legal Counsel has not reviewed any insurance company's quote or terms. These findings are presented in time to draft a reservation of rights letter to IPRF, if the Committee deems it necessary.

Switching to Accident Fund would mean some similarities and differences when compared to IPRF. Accident Fund Coverage: Two coverages- A) All statutory which covers medical bills,  $\frac{2}{3}$  lost wages and settlements without limits; B) Employers' Liability which is currently \$3M with IPRF but Accident Fund would give \$1M which could be fortified by Accident Fund to the existing CLIC umbrella policy. Employers' Liability cases are not common.

The Accident Fund Claim Process: Four methods- A) Employee reports to Supervisor and then Employee calls nurse triage line and provides information on the event and injuries sustained; B) Business Office calls 1-800 number to verbally give details to Accident Fund who will fill out IL Form 45; C) Business Office submits a Form 45 online; D) Business Office fills out report of injury form IL Form 45 to AF

Accident Fund's Selected Schools Program was established 15 years ago. It has remained stable relative to pricing for school districts. It is a group program that covers schools as their specialty. Skokie 68, Fairview 72 and Skokie 73.5 have Workers' Compensation coverage through Accident Fund. There is no

safety grant with Accident Fund but there is the potential of a dividend payout. It is calculated for each

policy year. The most recent 3.0% dividend occurred in October 2021 for the 2019-20 policy year. However, there was no dividend for the 2018-19 policy year. The dividend funds have no restrictions when it comes time to spend them. Their quote was based on an audited payroll from 2020-21 so if the final audited payroll for 2022-23 is a greater amount, the pricing would reflect that increase by the same percentage. Accident Fund also performs free site visits for loss control and has an online repository of training materials. Finally, this is a one-year term with no complicated process or lengthy window for discontinuing cancellation.

**Fiscal Impact:**

\$70,600 is the estimated FY23 IPRF pricing which is \$18,190 less than the current annual IPRF costs  
 Accident Fund’s \$60,376 quote would provide an annual cost savings of \$28,414

Liberty Mutual’s \$77,192 quote would provide an annual cost savings of \$11,598

<b>IPRF Worker’s Comp.</b>	<b>Annual Cost *Final Audited</b>	<b>Cost Change Over Prior Year</b>	<b>Percentage Change Over Prior Year</b>
<b>2021-22</b>	\$88,790 (Grant \$3,363)	+ \$8,270	+ 10.3%
<b>2020-21</b>	\$80,520* (Grant \$2,341)	+ \$10,183	+ 14.5%
<b>2019-20</b>	\$70,337* (Grant \$1,878)	- \$5,330	- 7.0%
<b>2018-19</b>	\$75,667* (Grant \$755)	- \$74,846	- 49.7%
<b>2017-18</b>	<b>\$150,513 CLIC</b>		

**Recommendation:**

Administration seeks guidance from the Finance Committee on the following options:

- A) Send a Reservation of Rights letter to IPRF before the March 31, 2022 deadline and move forward with the process of contracting with Accident Fund for Fiscal Year 2023 Workers’ Compensation coverage (District may or may not ultimately sign with Accident Fund after legal counsel reviews the plan).
- B) Remain with IPRF for Fiscal Year 2023 and let the March 31, 2022 deadline for submitting a reservation of rights pass without submitting such a letter from the District.



**WORKERS COMPENSATION INSURANCE INDICATION**

**FOR**

**PREFERRED SCHOOL GROUP  
LINCOLNWOOD SCHOOL DISTRICT 74  
6950 N. EAST PRAIRIE ROAD  
LINCOLNWOOD, ILLINOIS 60712**

**July 1, 2022 – July 1, 2023**

**Presented by**

**Tom Cummings, CLCS  
Robertson Ryan & Associates  
TOP 100 US INSURANCE AGENCY**

This is for illustrative purposes only and is not a substitute for an insurance contract.  
Please refer to your policy for actual terms and conditions.

## **INTRODUCTION**

### ***Robertson Ryan & Associates***

As an independent Top 100 US Insurance Agency, Robertson Ryan & Associates represents numerous major insurance companies. A diverse selection of products is available to our clients. As part of our comprehensive range of client advantages, we offer loss control and risk management services tailored to address the specific exposures of our commercial customers.

In preparing your proposal, we have worked hard to build an insurance program that delivers superior protection at a reasonable cost. Our recommendations are based on careful analysis of exposures unique to your operation and our expert knowledge of quality insurance products available in today's marketplace.

We appreciate the opportunity to present this proposal, and we look forward to working with you in the future.



**ROBERTSON RYAN  
& ASSOCIATES**  
BUSINESS | PERSONAL | BENEFITS INSURANCE

## **ACCOUNT SERVICING TEAM**

No matter how comprehensive or competitively priced your insurance is, you still need people to provide ongoing service. The individuals who make up your account servicing team include some of the industry's finest professionals. Our insurance experts know that you expect and deserve the best.

This is the individual who will be handling your account.

<b>Agent &amp; Vice-President:</b>	<b>Tom Cummings, (847) 529-2214</b> <a href="mailto:tcummings@robertsonryan.com">tcummings@robertsonryan.com</a>
<b>Service Representative:</b>	<b>Errol Heron, 224-206-4912</b> <a href="mailto:eheron@robertsonryan.com">eheron@robertsonryan.com</a>
<b>Claims Representative:</b>	<b>Morgan Kain, 224-206-4916</b> <a href="mailto:mkain@robertsonryan.com">mkain@robertsonryan.com</a>



**ROBERTSON RYAN  
& ASSOCIATES**  
BUSINESS | PERSONAL | BENEFITS INSURANCE

## *WHO IS AN INSURED*

### **Important Information about Named Insureds**

The first named insured is given certain rights and responsibilities by the policy contract language. If more than one insured is named, the one intended to receive these rights and responsibilities should be named first.

All legal entities or individuals owning property or involved in the business operations to be insured must be specifically named to be covered. All changes in ownership must be reported to us immediately. The coverages outlined in this proposal apply only to those entities identified below:

**FIRST NAMED INSURED: LINCOLNWOOD SCHOOL DISTRICT 74**



**ROBERTSON RYAN  
& ASSOCIATES**  
BUSINESS | PERSONAL | BENEFITS INSURANCE

# WORKERS COMPENSATION COVERAGE

Company: ILLINOIS PUBLIC RISK FUND  
 RATED, "AAA UNSURPASSED", BY DEMOTECH RATINGS

Workers Compensation: **Statutory Illinois Workers Compensation Benefits**

Employers Liability: **\$3,000,000 Each Accident/\$3,000,000 Disease-Pol. Limit  
 \$3,000,000 Disease- Each Employee**

Code	Classification	2022 Payroll / 2022 Rates
8868	Schools- Prof. Empl.	\$ 13,890,725
9101	Schools- All Other	\$ 602,936
	<b>Total Annual Premium Incl. Fees</b>	<b>\$ 70,660</b>
	<b>2022 Grant Money</b>	<b>-\$ 3,359</b>
	<b>Total Net Costs</b>	<b>\$ 67,301</b>

The premium noted is an indication only based on the payrolls requested and losses as of February 14, 2022.  
 We will re-evaluate and finalize the quotation based on the losses within (90) days of the renewal inception date.

## Claims Summary Valued 2/14/2022

Year	Total Incurred
7/1/2018 – 06/30/2019	\$ 211,749.16
7/1/2019 – 06/30/2020	\$ 1,531.05
7/1/2020 – 06/30/2021	\$ 4,791.81
7/1/2021 – Current	\$ 3,990.00
<b>Total</b>	<b>\$222,062.02</b>



**ROBERTSON RYAN  
 & ASSOCIATES**  
 BUSINESS | PERSONAL | BENEFITS INSURANCE



**AssuredPartners**  
ILLINOIS

## **Lincolnwood School District 74**

**6950 N. East Prairie Rd.  
Lincolnwood, IL. 60712**

# **Workers Compensation Proposal**

**Policy Term: July 1<sup>st</sup>, 2022 to July 1<sup>st</sup>, 2023**

**Presented By:**

**Steve Sturtecky  
Office 847-745-1780  
Cell 847-877-5137**

AssuredPartners of Illinois, LLC  
4350 Weaver Parkway  
Warrenville, IL. 60555

March 10, 2022

*This proposal is prepared for the confidential use of our clients. All rights reserved.*

*This proposal is for illustrative purposes only and does not amend, extend, or modify any policies described herein.  
For exact terms and conditions, please review the specific insurance contracts*



## Service Team

At AssuredPartners, we strive to serve you better by providing expert insurance counseling with a professional difference.

The following individuals are available to assist you with your day-to-day needs:

<b>Contact</b>	<b>Direct Dial</b>	<b>E-mail</b>
<b>Account Executives</b>		
Steve Sturtecky	847-745-1780	<a href="mailto:Steve.Sturtecky@assuredpartners.com">Steve.Sturtecky@assuredpartners.com</a>
<b>Account Manager</b>		
Colette Celaya	847-745-1764	<a href="mailto:Colette.Celaya@assuredpartners.com">Colette.Celaya@assuredpartners.com</a>
<b>Administrative Assistant</b>		
Becky Kosiek	847-745-1857	<a href="mailto:Becky.Kosiek@assuredpartners.com">Becky.Kosiek@assuredpartners.com</a>
<b>Bond Manager</b>		
Cathie Demitropoulos	630-544-3766	<a href="mailto:Cathie.Demotropoulos@assuredpartners.com">Cathie.Demotropoulos@assuredpartners.com</a>
<b>Claims Manager</b>		
Josh Polak	630-544-3761	<a href="mailto:joshua.polak@assuredpartners.com">joshua.polak@assuredpartners.com</a>
<b>Certificates of Insurance</b>		
Certificate Team	630-355-2077	<a href="mailto:certs.apil@assuredpartners.com">certs.apil@assuredpartners.com</a>



AssuredPartners  
ILLINOIS

## **General Information**

Named Insured: Lincolnwood School District 74  
6950 N. East Prairie Rd.  
Lincolnwood, IL. 60712

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

6970 N. East Prairie Rd.  
Lincolnwood, IL. 60712

6976 N. East Prairie Rd.  
Lincolnwood, IL. 60712

6984 N. East Prairie Rd.  
Lincolnwood, IL. 60712

3925 W. Lunt Ave.  
Lincolnwood, IL. 60712

6850 N. East Prairie Rd.  
Lincolnwood, IL. 60712

6855 N. Crawford Ave.  
Lincolnwood, IL. 60712





AssuredPartners  
ILLINOIS

## **Compensation Disclosure**

AssuredPartners agencies typically receive compensation in the form of commissions paid as a percentage of the premiums due the applicable insurance companies. In other cases, and depending on various State laws and the capacity in which our agency is acting, our agencies may receive other forms of compensation, such as contingents, overrides, profit-sharing, premium finance fees, expense reimbursements, producer subsidies, award trips and the like. We also earn interest on premiums we hold until it is time to pay the applicable insurance companies.

Our overriding desire is to provide great customer service, having you, the customer, believe we have earned our compensation. We believe in full disclosure of our compensation. Accordingly, if you have any questions about the compensation we receive from your policies (including policies we propose to you), please just ask your account representative, who will gladly provide you a summary of our compensation arising from your policies (some estimation may be necessary, for example where contingents are involved).

We thank you for the opportunity to serve and appreciate your interest

03/03/2022

Quote # 0015643617

LINCOLNWOOD SCHOOL DISTRICT 74  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712-2520

ASSUREDPARTNERS OF ILLINOIS, LLC - BU44339  
4350 WEAVER PKWY  
WARRENVILLE, IL 60555

## Summary

### Option: Guaranteed Cost

Insurance Company	<b>Accident Fund Insurance Company of America</b>	Total Estimated Premium	\$60,376.00
Effective Date	07/01/2022	Group Program	IL Education Program
Expiration Date	07/01/2023		
Quote Valid Through	07/01/2022		
<b>Payment Terms</b>		<b>Total Plan Cost</b>	<b>\$60,376.00</b>
10 equal monthly - Direct Bill			

## Details for **Guaranteed Cost**

### Quoted Rates by Class Code

Illinois - 07/01/2022 through 07/01/2023					
Loc.	Classification	Code	Premium Basis Total Estimated Annual Renumeration	Rate Per \$100 of Renumeration	Estimated Annual Premium
1	SCHOOL ALL OTHER EMPLOYEES	9101	602936	3.5500	\$21,404.00
1	SCHOOL PROFESSIONAL EMPLOYEES & CLERICAL	8868	13890725	0.4400	\$61,119.00
	<b>Total Manual Premium</b>				<b>\$82,523.00</b>
	Employers Liability (E/L) increased limits factor	9812	82523	1.0140	\$1,155.00
	<b>Total Subject Premium</b>				<b>\$83,678.00</b>
	Experience Modifier	9898	83678	1.0000	\$0.00
	<b>Total Modified Premium</b>				<b>\$83,678.00</b>
	Schedule Rating Credit	9887	83678	0.7000	(\$25,103.00)
	Group Program Credit	9034	58575	0.9500	(\$2,929.00)
	<b>Total Standard Premium</b>				<b>\$55,646.00</b>
	Premium Discount	0063	55646	0.9254	(\$4,151.00)
	Expense Constant	0900	1	160.0000	\$160.00
	Terrorism Premium	9740	14493661	0.0360	\$5,218.00
	Catastrophe Premium	9741	14493661	0.0200	\$2,899.00
	<b>Estimated Annual Premium</b>				<b>\$59,772.00</b>
	<b>Other Premium and Surcharges</b>				
	WC Commission Surcharge	IL CS	59772	0.0101	\$604.00
	<b>Total Amount Due</b>				<b>\$60,376.00</b>

**Total Estimated Annual Premium \$60,376.00**

### Coverages and Endorsements

We have reviewed the application and are providing those coverages provided by the standard Workers' Compensation Policy and any state-mandated endorsements. Any coverages or endorsements not specifically mentioned in this quote are not included with this proposal.

**Item 3A (WC):** IL

**Item 3B Employers' Liability**

**Each Accident:** \$1,000,000

**Disease - Policy Limit:** \$1,000,000

**Disease - Each Employee:** \$1,000,000

**Item 3C (Other States):** All states and U.S. territories except: monopolistic states, Puerto Rico, the U.S. Virgin Islands, and states designated in Item 3A of the Information Page

## Premium Payments and Schedule

This schedule is an estimate only. Please refer to the direct bill invoice which will include due dates and other policies billings, if applicable. It is hereby agreed and understood that the premium is to be paid on an installment basis as follows:

	Due Date	Amount Due	Billing Method(s)
1	07/01/2022	\$6,581	Direct Bill
2	08/01/2022	\$5,977	
3	09/01/2022	\$5,977	<b>Installment Plan(s):</b> 10 equal monthly - Direct Bill  <a href="#">See the attached Notice of Installment Payment worksheets for additional information.</a>
4	10/01/2022	\$5,977	
5	11/01/2022	\$5,977	
6	12/01/2022	\$5,977	
7	01/01/2023	\$5,977	
8	02/01/2023	\$5,977	
9	03/01/2023	\$5,977	
10	04/01/2023	\$5,977	
<b>Total Amount Due</b>		<b>\$60,376.00</b>	

## Terms and Conditions

- This quote is based on payrolls, rates and experience modifications currently in effect as outlined below. Any changes to these values or other rating factors, as mandated by regulatory entities, may result in adjustments to our proposal. Additionally Accident Fund reserves the right to adjust the quote if the payrolls or premiums change more than 10% prior to policy issuance.
  - If during the course of the policy, the scope of the Insured's operations materially changes, we reserve the right to adjust the pricing and/or program(s) offered based on the exposures, losses and risk characteristics.

## Disclaimers

This quotation is valid until policy effective date but is subject to change prior to acceptance if there is a change in exposure, or a change in rates or other items required to be charged by applicable jurisdictions.

Fee Disclosures: Unless prohibited by state law, the following fees may be charged to underwritten policies:

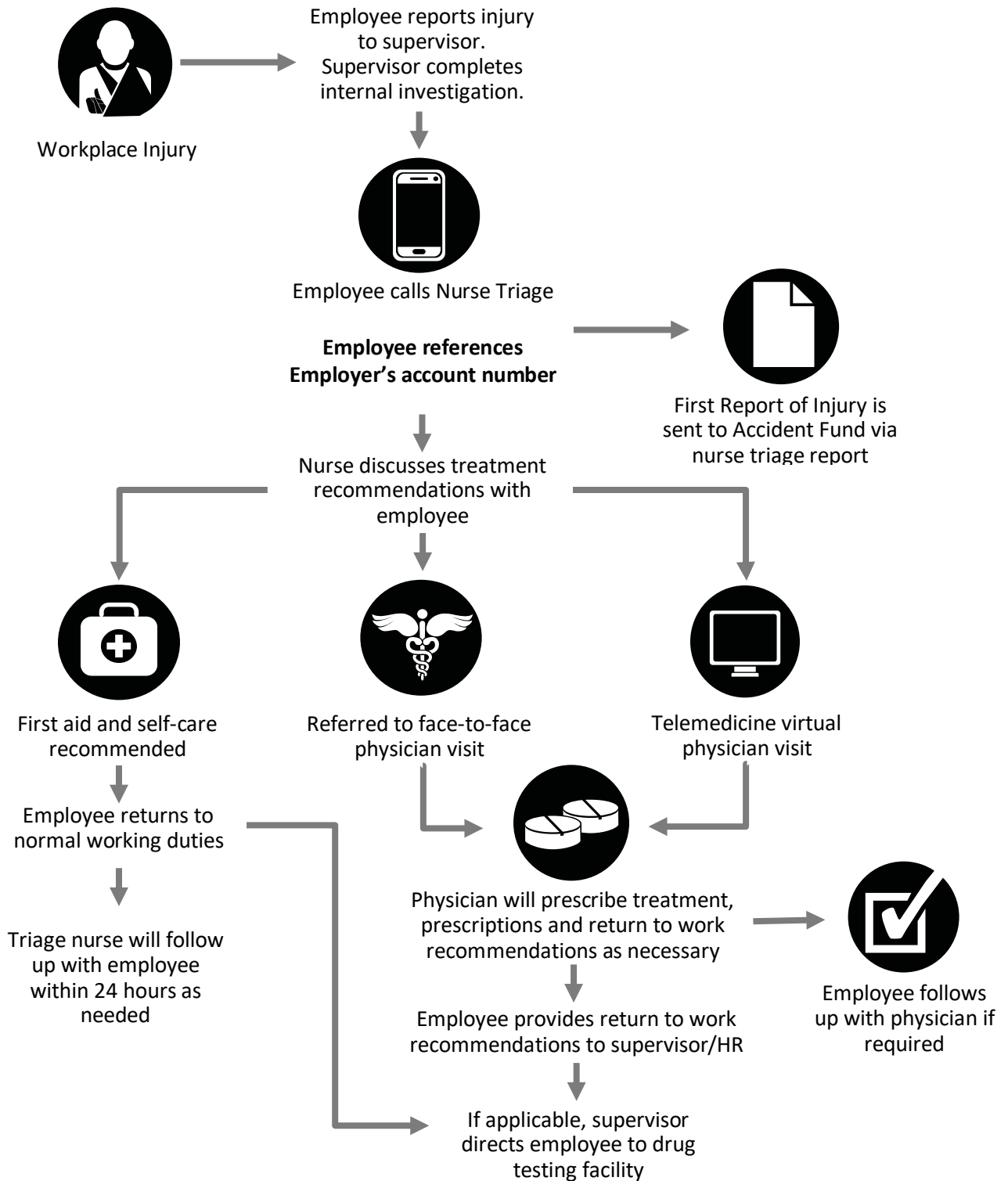
Paper Invoice Fee:	Insufficient Funds Fee:	Reinstatement Fee:
\$5	\$20	Up to \$20*

\*Depending on payment plan

Applicant's Signature X \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of Agent/Producer X \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# TeleCompCare® Workflow



AccidentFund.com



# GROUP DIVIDEND PROGRAM DESCRIPTION AND HISTORY



**ILLINOIS EDUCATION GROUP DIVIDEND PROGRAM** includes both public and private schools. For additional information, contact your business development consultant.

**Underwriting criteria:** *(For additional information, contact your Business Development Consultant.)*

- No association or membership required for this program.
- Applies only to the State of Illinois.
- Normal underwriting guidelines apply.

**Benefits:**

- 5% up-front savings on premiums.\*
- Dividends are based on experience of the group’s combined loss performance and written premium.
- Access to safety materials through Accident Fund’s Loss Control Toolbox™.
- Convenient billing options.

**\*For Any Group Program IA, KS, MO, NC, TN, TX and WI do not allow for 5% up-front discount due to state filings.**

**How the Dividend Plan Works**

- Policyholders may enter the program at time of new business or renewal.
- Policies can have any effective date (no ‘common’ effective date required).
- Dividends are calculated 15 months after the expiration of the program term and require approval by Accident Fund’s Board of Directors and therefore, can never be guaranteed.

Illinois Education Group Dividend History			
Group	Group Program Dates	Date of payment declaration	Total % Dividend paid
Year 8	7/1/2014-6/30/2015	10/2016	0.00%
Year 9	7/1/2015-6/30/2016	10/2017	3.00%
Year 10	7/1/2016-6/30/2017	10/2018	2.00%
Year 11	7/1/2017-6/30/2018	10/2019	2.00%
Year 12	7/1/2018-6/30/2019	10/2020	0.00%
Year 13	7/1/2019-6/30/2020	10/2021	3.00%

Accident Fund Insurance Company of America is a member of AF Group. All policies are underwritten by a licensed insurer subsidiary of AF Group.

**For more information regarding our group programs, visit [www.accidentfund.com/groups](http://www.accidentfund.com/groups) .**

# LINCOLNWOOD SCHOOL DISTRICT 74 PROPOSAL

EFFECTIVE: 07/01/2022 - 07/01/2023

PREPARED FOR:

LINCOLNWOOD SCHOOL DISTRICT 74  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712

SUBMITTED BY:

ASSUREDPARTNERS OF ILLINOIS, LLC

PROVIDED BY:



**Liberty Mutual.**  
**INSURANCE**

PROVIDED ON: 3/8/2022

PROPOSAL EXPIRATION DATE: 5/7/2022

*Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its' affiliates, 175 Berkeley Street, Boston, MA 02116. Not all insurance coverages are available in all states and policy terms may vary based on individual state requirements. This proposal may include a policy from a Liberty Mutual nonadmitted surplus lines affiliate that is not licensed in your state. Surplus lines insurers generally do not participate in state guaranty funds and coverage may only be obtained through duly licensed surplus lines brokers.*

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# Account Team



**Lysa Taylor**  
Underwriter

312-416-7732  
[Email me](#)

*Responsible for account underwriting and a liaison for the Broker/Customer*

- Account Pricing
- Business Coordination
- Policy Coverage
- Risk Evaluation/Loss and Hazard Analysis



**Doris Rheams**  
Account Analyst

630-393-7908  
[Email me](#)

*Responsible for underwriting support*

- Policy Change and Transaction Requests
- Signature Documents
- State Filing, Inquiries and Criticisms

# Summary

Line of Coverage	Effective Date	Rating Plan	Underwriting Company	Pay Plan	Commission Rate	Estimated Premium*
Workers Compensation	07/01/2022 - 07/01/2023	Guaranteed Cost	Liberty Mutual Fire Insurance Company	Quarterly 25%/8	5.0%	\$77,192
<b>Total Estimated Premium</b>						<b>\$77,192</b>

\*Estimated premium includes Terrorism Risk Insurance Act (TRIA) premium, taxes, assessments and surcharges.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

## Payment Terms:

- Commissions will be paid in accordance with the payment plans established for the customer.
- Mid-Term premium endorsements will be: **Bill All Adjustments - Adjust Remaining Bill Plan**
- **Customer** will be billed for premium, taxes, assessments, and surcharges.
- Pay Terms Offered: **Non-ACH**

# Billing Estimate

LINCOLNWOOD SCHOOL DISTRICT 74

## Pay Terms Offered\*

Effective: 07/01/2022 to 07/01/2023

Line of Coverage	Pay Plan	Deposit Amount	Installment Amount	Grand Total
Workers Compensation	Quarterly 25%/8	\$19,105.00	\$7,164.38	\$76,420.00
Taxes, Assessments & Surcharges	-	\$772.00	-	\$772.00
<b>Total Amount</b>		<b>\$19,877.00</b>	<b>\$7,164.38</b>	<b>\$77,192.00</b>

\*Billing will also be set up in your online portal. Please contact your Client Service Representative for access.

This is not your actual invoice. It is an estimate based on proposed exposures, coverages, and is subject to change when the actual invoice is mailed by Customer Accounting Services under separate cover. We are offering this estimate for your information and planning.

**Customer** will be billed for premium, taxes, assessments, and surcharges.

Mid-Term premium endorsements will be: **Bill All Adjustments - Adjust Remaining Bill Plan**

# Workers Compensation

## Premium Details

Underwriting Company: Liberty Mutual Fire Insurance Company  
 Rating Plan: Guaranteed Cost  
 Named Insured: Lincolnwood School District 74

Premium	
Standard Premium	\$76,516
Estimated Premium Includes terrorism premium and catastrophe other than certified acts of terrorism premium.	\$76,420
Taxes, Assessments & Surcharges	\$772
<b>Total Estimated Premium with Taxes, Assessments &amp; Surcharges</b>	<b>\$77,192</b>

TRIA & CAT	
Certified Acts of Terrorism Coverage Premium. <i>Included in the premium above.</i>	\$4,348
Catastrophe other than Certified Acts of Terrorism Premium. <i>Included in the premium above.</i>	\$1,449

### Coverages & Limits

Coverages	Limits of Liability
Employers Liability	
Bodily Injury by Accident - Each Accident	\$1,000,000
Bodily Injury by Disease - Each Employee	\$1,000,000
Bodily Injury by Disease - Policy Limit	\$1,000,000

# Workers Compensation

## Rating Information

State	Exposure Basis	Exposure Amount	Estimated Premium*	Experience Modification
Illinois	Estimated Payroll	\$14,493,661	\$76,420	1 (Final)

\*Includes terrorism premium and catastrophe other than certified acts of terrorism premium. Excludes taxes, assessments and surcharges.

Please refer to the attached rating schedule for details.

# Workers Compensation

Form Name	Form Number	Fill-Ins
90-Day Reporting Requirement - Notification of Change in Ownership	WC 00 04 14 A	
Audit Noncompliance Charge	WC 00 04 24	
Catastrophe (Other Than Certified Acts of Terrorism) Premium	WC 00 04 21 E	
Experience Rating Modification Factor Revision	WC 00 04 25	
Illinois Amendatory	WC 12 06 01 F	
Illinois Contractual Amendment Endorsement	WC 99 13 33	
Illinois Renewal	WC 12 06 03	
Notice	CNI 90 02 07 11	
Participating Provision	WC 99 20 54	
Premium Discount	WC 00 04 06	
Premium Due Date Endorsement	WC 00 04 19	
Terrorism Risk Insurance Program Reauthorization Act Disclosure	WC 00 04 22 C	
Workers Compensation And Employers Liability Insurance Policy Jacket	WC 00 00 00 C	

**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# The Liberty Mutual Advantage

## Experience the Liberty Mutual Difference.

Industries evolve. Market conditions shift. Risks change. That's why you need the stable partnership of a global leader with strength in every corner. When you work with Liberty Mutual you can expect industry-leading coverages delivered by a team that is empowered to provide a superior experience. With experts in underwriting, risk control, claims, and more, we harness innovation to address your concerns at each touch point. Look to Liberty if you value long-term partnership and want a carrier with the expertise and stability to adapt as your business changes.

## The Liberty Mutual Advantage

### **Financial Strength**

Working with a Fortune 100 company, you get the advantage of more: more industry-leading resources and deeper expertise in more areas, including outstanding access to quality care and powerful return-to-work strategies and risk control strategies.

### **Industry Expertise**

With 100+ years in business, we have deeply earned experience in your industry. At every touch point – from how we underwrite to how we manage claims – we have the experience you need. It's our business to know your business. Our experts understand the challenges you face and are ready to help mitigate risk at every level.

### **A Superior Customer Service Experience**

Work with engaged, responsive professionals, from onboarding to claims management. We collaborate constantly to ensure your program is designed and operating for optimal results. We back this with technologies that maximize agility and efficiency – plus the steadfastness of an established partner. Count on us to stay focused on you.

### **Industry-leading Claims Handling**

Our specialized approach leads to better outcomes and a better overall experience. Superior claims experience enabled by unparalleled focus on exceptional people, innovation and harnessing data to put your business ahead.

### **Advanced Risk Control and Engineering\***

We can help lower your total cost of risk by providing access to resources that can help you identify exposures and practical ways to mitigate them. You benefit from relevant insights and practical programs that address your areas of greatest loss, such as workplace injuries, product recalls, and property damage.

\*Our risk control services are advisory only. We assume no responsibility for management or control of customer safety activities nor implementation of recommended corrective measures.

# Services

Providing you with a great experience is important to us. Here are some of the services that you'll receive when you join us:

Services are based on the Lines of Business sold.

## Account Management Services

- Designated Account Management Team
- Seamless onboarding to Liberty Mutual
  - Policy number assignment and signature documents
  - Claim intake procedures
  - Policy issuance
  - Quick action on state reporting and posting notices
  - Set up and training for Liberty Mutual's online portal and Risk Management Information System
- Facilitation/Navigation of a smooth claims experience by quickly addressing questions and resolving issues

## Claims Services

- 24 Hour Emergency Claims Service Center
- 24 Hour Claim Reporting – Internet & Telephonic
- Claimant and Customer contact on Liability Bodily Injury claims in 1 day
- Injured Worker, Employer, and Medical Provider contact on WC Indemnity claims in 1 day
- Claims Acknowledgements
- Comprehensive Liability and/or Compensability Investigations
- Customer Specific Location Coding for WC
- Designated National Claims Service Teams
- Fraud Investigations and Handling
- Index Bureau Reporting
- On-line Medical Provider Referral Service
- Second Injury Fund Recovery for WC
- Notification of reserve changes equal to or exceeding \$20,000
- Notification of settlements equal to or exceeding \$20,000

## Litigation Management Services

Liberty Mutual reserves the right to retain and direct legal counsel:

Liberty Mutual Staff Counsel or Managed Panel Counsel will be used unless otherwise directed by Liberty Mutual or agreed upon.

# Services



## Risk Control Services

On-demand Risk Control resources including:

- Risk Control Consulting Center
- Access to comprehensive safety and health resources through Liberty Mutual SafetyNet (an online destination for safety tools, training, and resources)

## Technology Services

- Access to Liberty Mutual's online portal to include:
  - o Account and billing information
  - o Risk control services and medical providers
  - o Reporting and tracking claim activity through Risktrac
- Access to Risktrac, Liberty Mutual's Risk Management Information System
  - o View adjuster claim notes and monitor activity
  - o Create watch lists to keep track of important claims
  - o Set alerts to be notified of reserve and payment activity

Please speak with your Underwriter if additional services are needed.

# Terms & Conditions

This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

We are willing to provide only the coverage described by this document. This document is a proposal to provide coverage based solely on these specifications. We will not be bound or obligated by proposals, specifications, or requests prepared by any other party. Further, this coverage is not bound until expressly accepted, in writing, by a Liberty Mutual Insurance employee who is authorized to bind these coverages. Finally, this document is not a policy of insurance. Coverage will be determined by the terms and conditions of the policy or policies issued by us. This document was created and distributed to you solely for information purposes only. You must look to and rely upon the full terms and conditions of the policy to determine the nature and extent of coverage.

To learn more about Liberty Mutual's privacy policy, go to [libertymutual.com/privacy](https://libertymutual.com/privacy)

This proposal and any policy or contract that may be issued pursuant to this proposal, is based on the information you or your authorized representative provided regarding named and additional insureds. In the event that individuals, entities, vessels or countries that have a direct or indirect interest in the quoted insurance coverage are subject to U.S. or foreign financial sanctions laws, or appear on any domestic or foreign list of persons with whom we are prohibited from doing business or conferring financial benefit, Liberty Mutual Insurance reserves the right to amend this proposal or to withdraw it in its entirety; and, in the event a policy of insurance or a contract for other benefits is issued by us prior to or after learning that any subject persons or entities appear on the prohibited list, or otherwise are identified in connection with an economic sanctions program, Liberty Mutual Insurance reserves the right to declare any such issued policy or contract null, void and without legal or binding effect, such voiding to be effective from the otherwise effective date of such issued policy or contract and regardless of whether any circumstance has arisen, or there has been an occurrence since such issuance that would be material to the duties and responsibilities set forth in such policy or contract.

## Quote Stipulations

All policy coverages, terms, and conditions are subject to applicable State Amendatory Endorsements.

If the Named Insured's signature is required for any of the policies or coverages included in this proposal, they must be signed by the proposed Named Insured and returned to us by the effective date of the policy, or within 30 days of receipt, whichever is later. Failure to execute and return any required signature documents within the specified time frame may result in withdrawal of the proposed payment plan, or cancellation or rescission where allowed by law, and/or coverage changes and corresponding premium increase(s) required by law as a result of not having signed forms.

# Terms & Conditions

## Services

These services are provided during the effective period, unless otherwise specified. Services will convert to our standard claims and other services, except as otherwise agreed in writing or stated below, if:

- 1) all of the policies described, including any renewals and rewrites of those policies, are cancelled or non-renewed by you or by us,
- 2) losses are projected to exceed a rating plan maximum, or
- 3) you become insolvent or file for bankruptcy.

We may modify our standard services at any time without notice.

## Claim Service Definitions

Notification: the formal act of alerting the customer/broker when a specific claim action is taking place. Specific actions can include but are not limited to Nurse Case Manager, Field Investigation, Surveillance, Third Party, Reserves and Settlement. No response from customer is required in order for Claims to proceed with their action plan.

## Risk Control Services

Our risk control service is advisory only and does not include:

- Providing for the health and safety of your employees or the public
- Managing or controlling your safety activities or implementing recommended corrective measures
- Identifying all hazards
- Warranting that requirements of any federal, state, or local law, regulation, or ordinance have or have not been met.

## Regulatory Service Requirements

After the effective date of this policy, we may be required to provide certain services (e.g., managed care) or to re-classify/re-code certain services - under the policy in accordance with filed rating and statistical plans. If this happens, we will align the charges with the filed rating and statistical plans (e.g., medical loss, indemnity loss, allocated loss adjustment expense, or unallocated loss adjustment expense).

## Risk Management Information Systems (RMIS)

You will have access to certain claims information ("DATA") from the electronic data processing files of the member companies of the Liberty Mutual Insurance. This DATA pertains to claims made against some of the insurance policies or claims service agreements issued to you by our member companies through the risk management information systems (collectively "RMIS").

# Terms & Conditions

Access to DATA or media is based on your ongoing acceptance of the terms and conditions listed on the portal used to access RMIS, as well as the following:

- We do not warrant that operation of the RMIS or the DATA provided will be error-free. We make no warranties, express or implied, and further, we DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- You understand and agree that the limit of our liability for any cause of action arising from, or related in any way to RMIS and/or DATA, is for direct damages only. We are not liable to you for any indirect, consequential, punitive, or special damages of any kind or nature.

To the extent that we provide DATA to you through RMIS and/or through any other means or media otherwise, the following terms shall apply:

a. We and you (the "Parties") shall comply with all laws and regulations governing the confidentiality, security, transmission, retransmission, copying, disclosure, and use of information pertaining to individuals, including but not limited to any medical information or non-public information as individually identifiable medical information and non-public, protected personal information of persons as defined in applicable law or regulation.

b. Access to RMIS is restricted to employees for whom the applicable subscription fees have been paid. You shall restrict access to RMIS and DATA to those employees who may lawfully access and use such information unless they agree otherwise in writing.

c. You shall instruct all employees accessing RMIS and DATA with regard to the obligations imposed under paragraphs a. and b. and ensure that your employees fully comply.

Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, subsidiaries, affiliates, and employees from and against any third-party claims\* that the party seeking indemnification may suffer or incur that arises out of:

- Any allegation that the other party's possession of or access to DATA violates any statute or regulation
- Any allegation that the other party's treatment or use of any DATA including, by way of example and not limitation, the transmission, retransmission, communication, or other publication of such DATA, was negligent, grossly negligent or intentionally improper
- The other party's breach of any representation or other obligation arising under this agreement with regard to DATA or RMIS

\*Claims collectively refers to losses, damages, suits, fees, judgments, costs, and expenses, including reasonable attorneys' fees, made by the directors, officers, and employees of the party responsible for indemnification.

The party seeking indemnification will:

- Promptly let the other party know in writing of any claim for which it is seeking indemnification
- Forward to the other party all documents in its possession related to the matter

Failure to provide prompt notice of a claim for indemnification will not prevent the party's claim for indemnification unless the other party is negatively impacted.

# Terms & Conditions

With regard to DATA and RMIS provided according to this section, your obligations and ours will survive indefinitely regardless of the termination of our partnership, any insurance policy, this or any other agreement between the parties.

## Broker/Third-Party Access

If you want to extend access to RMIS and/or DATA to your broker/consultant or any third party, they must enter into a separate agreement with us that includes the terms and conditions of such access

## New Mexico Limitation Of Uninsured/Underinsured Motorist Coverage

On October 4, 2021, the New Mexico Supreme Court issued an opinion titled *Crutcher v., Liberty Mutual Insurance Company et al* (No. S-1-SC-37478). As a result of the Court's decision, we are required to provide the following clarification of the limitation of Uninsured/Underinsured Motorist Coverage (UM/UIM). In the event of a loss from a motor vehicle accident in which the total reimbursement you receive from the other parties' insurance policies is equal to or in excess of your UM/UIM limit, you may not have any UIM coverage available to you.

An Underinsured Motorist is NOT simply a motorist who does not have sufficient insurance coverage to pay for all of your injuries and/or damages. Rather, an Underinsured Motorist is an operator of a motor vehicle for which the sum of the Limits Of Liability under all bodily injury liability insurance applicable at the time of the accident is less than the Limits Of Liability under all Uninsured/Underinsured Motorist Coverage applicable to you. This means that if you have the same amount of Underinsured Motorist Coverage that an at fault driver carries in liability limits, you may not have any Underinsured Motorist Coverage available to you. For example, if you receive \$25,000 in liability bodily injury benefits from an at fault driver and you have \$25,000 per person in UM/UIM Coverage available to you under your own or someone else's policy, you may not receive any benefits for UIM Coverage under the Policy because that driver would most likely not be an Underinsured Motorist. Similarly, if you received \$50,000 in liability bodily injury benefits from the at fault driver and you have a total of \$50,000 per person in UM/UIM Coverage available to you under your own or someone else's policy, you may not receive any benefits for UIM Coverage under your policy(ies) because that driver would most likely not be an Underinsured Motorist. This is because under New Mexico law, Underinsured Motorist Coverage pays the 'gap' between the at fault driver's liability insurance limits and the limits of Underinsured Motorist Coverage available to you. It does not pay the 'excess' of damages you suffer that are above the at fault driver's liability limits – only the difference between that person's liability limits and the limits of all Underinsured Motorist Coverage available to you, if there is any difference.

Please note that the above example applies only to situations involving UIM coverage and not UM coverage.

Therefore, it is very important to consider this when selecting UM/UIM coverage limits.

# Terrorism Insurance Premium Disclosure

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

The premium charge for coverage for "Certified Acts of Terrorism" will appear in this Proposal as a separate line item charge. If you choose to accept this proposal, you will have the opportunity to reject this coverage and premium charge. This offer applies to all lines except Workers Compensation, Crime, Professional Liability and Commercial Automobile.

## The Terrorism Risk Insurance Act

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per calendar year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

**Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.**

## Mandatory Availability of Coverage For "Certified Acts of Terrorism"

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- i. to be an act of terrorism;
- ii. to be a violent act or an act that is dangerous to –
  - I. human life;
  - II. property; or
  - III. infrastructure;
- iii. to have resulted in damage within the United States, or outside of the United States in the case of –
  - I. an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
  - II. the premises of a United States mission; and
- iv. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.





Lincolnwood School District 74

Lincolnwood School District 74

Workers' Compensation - Quote 2411668.3

Policy Period 07/01/2022 to 07/01/2023

State Covered Illinois

Employers Liability Limits

Bodily Injury By Accident	\$1,000,000	Each Accident
Bodily Injury By Disease	\$1,000,000	Each Employee
Bodily Injury By Disease	\$1,000,000	Policy Limit

Rates Effective 01/01/2022

<u>Classification</u>	<u>Code</u>	<u>Exposure</u>	<u>Rate</u>	<u>Premium</u>
College: Professional Employees & Clerical	8868	13,890,725	0.37	\$51,396
College: All Other Employees	9101	602,936	3.96	23,876
				<b><u>Total</u></b>
<b>Manual Premium</b>				<b>\$75,272</b>
Illinois Contractual Amendment Premium Charge (0.0025)				188
Employers Liability Increased Limits Premium (0.014)				1,056
<b>Subject Premium</b>				<b>\$76,516</b>
Experience Modification (1)				0
<b>Modified Premium</b>				<b>\$76,516</b>
<b>Standard Premium</b>				<b>\$76,516</b>
Premium Discount (0.0791)				(6,053)
Expense Constant				160
Terrorism				4,348
Catastrophe (other than Certified Acts of Terrorism)				1,449
<b>Estimated Premium</b>				<b>\$76,420</b>
Illinois Workers Compensation Commission Surcharge (0.0101)				772

Lincolnwood School District 74  
Policy Period: 07/01/2022 to 07/01/2023

Workers' Compensation - Quote 2411668.3

State	Governing Class	Description
Illinois	8868	College: Professional Employees & Clerical

Lincolnwood School District 74  
Policy Period: 07/01/2022 to 07/01/2023

Workers' Compensation - Quote 2411668.3

State	Hazard Class	Description	Hazard Group
Illinois	8868	College: Professional Employees & Clerical	B



## Executive Summary Finance Committee Meeting

DATE: March 24, 2022

TOPIC: AT&T IP FLEX Technology and Plan

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The District's telephone system consists of many different technologies and services. The current phone system uses a PRI copper-based circuit which feeds our Mitel Phone System throughout the campus. With AT&T, as technologies age, they end up getting more expensive. This is part of their business plan to phase out older technology with newer options. Although the District is not due for a renewal on our current PRI circuit for a number of months, our team started examining our telephone and infrastructure. At the same time, AT&T came to us with a proposal that included the transfer to new technology without paying any early termination or cut over fees. There were a number of items that were questioned while researching our technology that we have on site and this proposal truly fits into the long-term planning of reducing our AT&T financial obligations.

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

**Fiscal Impact:**

\$612.19 per month. The District paid \$571.30 per month per line in 2021-22 with AT&T's PRI copper based technology.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve this Agreement from AT&T for AT&T IP FLEXIBLE REACH Service in the amount of \$612.19 monthly from August 1, 2022 through August 1, 2023. – Could vary depending on installation dates.

3/14/2022

# IP Flexible Reach Quote for Lincolnwood S



Marc Hork  
[mh6976@att.com](mailto:mh6976@att.com)

Current Service	Qty		NRC	Total MRC
<b>ISDN-PRI</b>				
Monthly charge	1	\$ 488.30	\$ -	\$ 488.30
Local usage - unlimited		\$ -	\$ -	\$ -
Long distance monthly charge		\$ -	\$ -	\$ -
Long distance usage charges - HVCP		\$ 88.00		\$ 88.00
<b>TOTAL</b>				<b>\$ 576.30</b>

Proposed Service	Qty	Unit	NRC	Total MRC
<b>10 MB ADI with IP Flexible Reach</b>				
10 MB Access - AT&T Dedicated Internet (ADI)	1	\$ 321.00	\$ -	\$ 321.00
10 MB Port - AT&T Dedicated Internet (ADI)	1	\$ 55.44	\$ -	\$ 55.44
Concurrent Call Paths (VoIP)*	23	\$ 10.25	\$ -	\$ 235.75
Enhanced Features	23	\$ -	\$ -	\$ -
Advanced 911 (Optional)	0	\$ 0.35	\$ -	\$ -
<b>TOTAL</b>				<b>\$ 612.19</b>

\*Minimum of 6 Concurrent Call paths required/Includes free local calling within 50 mile radius and 6,600 c

# School District 74

312-623-1524

Total NRC	
\$	-
\$	-
\$	-
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Total NRC	
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\$	-
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domestic LD minutes every month



## AT&T Multi-Service Agreement

This Multi-Service Agreement is between the customer ("Customer") and the AT&T Affiliate ("AT&T") identified on Customer's applicable Pricing Schedule (each a "Party") and is effective when accepted by the Parties ("Effective Date").

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <https://www.corp.att.com/agreement/> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable Pricing Schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at [www.att.com/aup](http://www.att.com/aup) ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the provisions of this MSA and the BSA, the provisions of this MSA take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

**ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

**Services:** "Service" or "Services" means all products and services, domestically and internationally, (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

**Execution by Affiliates:** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

**License and Other Terms:** Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

**Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term:** Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

**MARC:** Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**Termination and Termination Charges:** Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component,



## AT&T Multi-Service Agreement

respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

**Billing and Disputes:** If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

**Purchased Equipment:** Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

**Privacy:** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

**Trademarks and Publicity:** Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

**Governing Law:** Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.



**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
LINCOLNWOOD SCHOOL DISTRICT 74  Street Address: 6950 N EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 607122520 Country: United States	AT&T Corp.
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Jordan Stephen Title: Director of Technology Street Address: 6950 N EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 607122520 Country: United States Telephone: 8476758236 Email: jstephen@sd74.org	Name: MARC HORK Street Address: 225 W RANDOLPH ST -- Z2 7C560 City: CHICAGO State/Province: IL Zip Code: 60606 Country: United States Telephone: 3127958748 Email: mh6976@exo.att.com Sales/Branch Manager: JEFFREY J MAGGI SCVP Name: BRIAN TROUP Sales Strata: BCS GEM Sales Region: USA <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name:      Company Name: Agent Street Address:      City:      State:      Zip Code:      Country: Telephone:      Fax:      Email:      Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 2430898</i>	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

Page 1 of 10  
ASAP!

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term*</b>	<b>36 months</b>
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule
<b>Pricing Schedule Term Extension Option</b>	Customer may extend the Pricing Schedule Term for one or two 12-month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, or of the second Extension Period if applicable). In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the applicable Extension Period or the expiration of its original Minimum Payment Period.

\*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

\*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

**4. RATES (US Mainland, and HI only)****Section I: AT&T Dedicated Internet Access Bandwidth****Table 1: DNS Services**

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

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**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**Table 2: ADI Tele – Installation**

**Discount: 100.00%**

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 <sup>#</sup>	\$1,500 <sup>**#</sup>
10 Gig Ethernet* and up	\$1,500 <sup>#</sup>	\$1,500

\* Service not available with MPLS PNT

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

# Pricing also applies to Service locations in Alaska

**Table 3: On-Site Installation**

**Discount: 100.00%**

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

\* Pricing also applies to Service locations in Alaska.

**Table 4: Flexible Bandwidth Billing Option – Ethernet\***

<b>ADI &amp; ADI w/Managed Router Discount: 86.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			<b>Incremental Usage Fee Discount: 97.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355

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<b>ADI &amp; ADI w/Managed Router Discount: 86.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			<b>Incremental Usage Fee Discount: 97.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
<b>Tiered Bandwidth Minimum Commitment</b>	<b>Undiscounted ADI MRC</b>	<b>Undiscounted ADI w/ Managed Router MRC</b>	<b>Undiscounted Incremental Usage Fee</b>
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
10 Mbps	\$268	<b>\$396</b>	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80

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**AT&T DEDICATED INTERNET  
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<b>ADI &amp; ADI w/Managed Router Discount: 86.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			<b>Incremental Usage Fee Discount: 97.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

\* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 5: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges**

**Discount: 100.00%**

Speed	Class of Service ADI & ADI w/ Managed Router MRC <sup>#</sup>
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps***	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825

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**AT&T DEDICATED INTERNET  
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Speed	Class of Service ADI & ADI w/ Managed Router MRC <sup>#</sup>
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

\* Charges waived for Sites with AT&T BVoIP Service.

\*\*no real-time class available.

(†) Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 6: Class of Service Option - Flexible Bandwidth Billing Option - Monthly Charges**

Discount: 100.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC <sup>#</sup>
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300

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**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Speed	Undiscounted ADI & ADI w Managed Router MRC <sup>#</sup>
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\* Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 7: Class of Service Option – Aggregate Billing Option\*\* - Monthly Charges**

**Discount: 100.00%**

Speed	Undiscounted ADI & ADI w Managed Router MRC <sup>#</sup>
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\*Not available with MPLS PNT.

**Table 8: Class of Service Option - Installation Fees**

**Discount: 100.00%**

Class of Service Undiscounted Installation Fee**	\$1,000
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\*Charges waived for Sites with AT&T BVoIP Service.

# Pricing also applies to Service locations in Alaska.

**Table 9: Local Access without Diversity**

Location Street, City, State, Zip	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
6950 N East Prairie Rd, Lincolnwood, IL, US, 607122520	MIS Ethernet Access 10 Mbps	\$0.00	\$321.00

**AT&T and Customer Confidential Information**

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**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****Section II: AT&T Business in a Box<sup>SM</sup>****Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges****Discount: 100.00%**

Service Component/Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
Base Unit High Bandwidth	\$70
8 Port Analog Module Add-On	\$35
24 Port Analog Module Add-On	\$70

\* Pricing also applies to Service locations in Alaska.

**Table 2: On-Site Maintenance (24X7X4) Monthly Charges****Discount: 100.00%**

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
Base Unit High Bandwidth	\$95
8 Port Analog Module Add-On	\$40
24 Port Analog Module Add-On	\$80

\* Pricing also applies to Service locations in Alaska.

**Table 3: Life-Cycle Management Charges - Service Charges****Discount: 100.00%**

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	\$260
Delete Service	\$500

\* Pricing also applies to Service locations in Alaska.

**Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only****Discount: 100.00%**

Class of Service Monthly Charges	\$225*
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\* Pricing also applies to Service locations in Alaska.

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**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**Table 5: IP Version Change**

**Discount: 100.00%**

IP Version Change – Per Site, Per Occurrence	\$500*
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\* Pricing also applies to Service locations in Alaska.

**Section III: Additional Service Fees**

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

\*Subject to availability, pricing also applies to Service locations in Alaska.

This is the last page of the Pricing Document.

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**Non- E-Rate Rider**

**ATTACHMENT TO AT&T DEDICATED INTERNET ("Agreement")**

This Attachment ("Attachment"), entered into by AT&T Corp. ("AT&T") and LINCOLNWOOD SCHOOL DISTRICT 74 ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement.

**TERMS AND CONDITIONS**

**E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. As an eligible school or library for participation in the E-rate program AT&T respectfully requests signature as confirmation of the statement below.**

The products and services sought in this Agreement are not the subject of any current or future FCC Form 470 seeking bids for qualification of E-rate funding. Customer acknowledges that these services will be billed and paid in full by Customer and will not be discounted by AT&T nor be the subject of any Form 472 BEAR Form requesting E-rate reimbursement submitted by Customer.

<b>Enter Customer Name</b> (by its authorized representative)
By:
Name:
Title:
Date:

**CONFIDENTIAL INFORMATION**

*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*



**AT&T IP FLEXIBLE REACH  
PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
LINCOLNWOOD SCHOOL DISTRICT 74  Street Address: 6950 N EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 607122520 Country: United States	AT&T Corp.
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Jordan Stephen Title: Director of Technology Street Address: 6950 N EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 607122520 Country: United States Telephone: 8476758236 Email: jstephen@sd74.org	Name: MARC HORK Street Address: 225 W RANDOLPH ST -- Z2 7C560 City: CHICAGO State/Province: IL Zip Code: 60606 Country: United States Telephone: 3127958748 Email: mh6976@exo.att.com Sales/Branch Manager: JEFFREY J MAGGI SCVP Name: BRIAN TROUP Sales Strata: BCS GEM Sales Region: USA <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including but not limited to E911 service or its equivalent in other countries) is not or may not be available, as stated and identified in the AT&T Business Voice over IP Services Service Guide found in the SG Library at <http://serviceguidenew.att.com>. Such circumstances include, but are not limited to, relocation of the User's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World".

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 2430898</i>	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

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**AT&T IP FLEXIBLE REACH  
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T IP FLEXIBLE REACH	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP">http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

**3. MARC**

MARC under this Pricing Schedule	None
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**4. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**5. ADDITIONAL TERMS AND CONDITIONS****5.1. Emergency Calling Most of World****Emergency Calling Most of World**

At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&T does not provide emergency dialing service and for as long as AT&T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. Customer agrees to indemnify and defend AT&T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement.

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**AT&T IP FLEXIBLE REACH  
 PRICING SCHEDULE**

**5.2. White Pages, Yellow Pages, Directory Assistance**

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

**5.3. Broadband Connectivity**

This Pricing Schedule does not include transport necessary for the provision of AT&T Flexible Reach Service, Over Any Transport. Customer must obtain broadband connectivity separately under an AT&T or third-party contract.

**6. RATES**

Discounts are applied to the applicable Service Publication rates.

**7. DISCOUNTS**

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge

**7.1. US DISCOUNTS**

**I. Common Billable Elements**

<b>Table A: Common Billable Elements</b> (apply regardless of Underlying Transport Service)		
<b>Item</b>	<b>Type of Charge</b>	<b>Element Discount</b>
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	80.00%
Non-US Terminated Off-Net Calling Charge – fixed	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – mobile	Per Usage	20.00%
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	100.00%

**II. Calling Plan Discounts**

<b>Table C: Calling Plan C (IP Local and IP Long Distance Bundle)</b>			
<b>Item</b>	<b>Type of Charge</b>	<b>Calling Plan Discount</b>	<b>AT&amp;T IPTF Bundled Discount</b>
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	85.36%	Not available
Telephone Number Charge	MRC, per Number	100.00%	Not available

**AT&T and Customer Confidential Information**

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**AT&T IP FLEXIBLE REACH  
PRICING SCHEDULE**

**IV. Underlying Transport Services Support Charges**

<b>Table A: VoIP Module Card (AT&amp;T MIS or AT&amp;T MIS with MPLS PNT Transport Only)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Discount</b>
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	100.00%

This is the last page of the Pricing Document.

**AT&T and Customer Confidential Information**

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**Non- E-Rate Rider**

**ATTACHMENT TO AT&T IP FLEXIBLE REACH (“Agreement”)**

This Attachment ("Attachment"), entered into by AT&T Corp. ("AT&T") and LINCOLNWOOD SCHOOL DISTRICT 74 ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement.

**TERMS AND CONDITIONS**

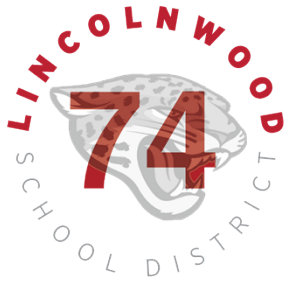
**E-Rate is administered by the Schools and Libraries Division (“SLD”) of the Universal Service Fund Administrative Company (“USAC”) (Sometimes collectively or individually referred to herein as “USAC/SLD”). The Federal Communications Commission (“FCC”) has promulgated regulations that govern the participation in the E-Rate program. As an eligible school or library for participation in the E-rate program AT&T respectfully requests signature as confirmation of the statement below.**

The products and services sought in this Agreement are not the subject of any current or future FCC Form 470 seeking bids for qualification of E-rate funding. Customer acknowledge that these services will be billed and paid in full by Customer and will not be discounted by AT&T nor be the subject of any Form 472 BEAR Form requesting E-rate reimbursement submitted by Customer.

<b>Enter Customer Name</b> (by its authorized representative)
By:
Name:
Title:
Date:

**CONFIDENTIAL INFORMATION**

*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*



## Executive Summary Finance Committee Meeting

DATE: March 24th, 2022

TOPIC: E Rate Category I – AT&T High Speed Internet Access

PREPARED BY: Jordan Stephen

### Recommended for:

- Action
- Discussion
- Information

### Purpose/Background:

The District's current contract for 1000Mbps of Internet service with AT&T will expire in July 2022. The District, through the E-Rate program, requested proposals from vendors for Internet services providing various contract lengths and speeds. A total of four vendors submitted proposals and all were reviewed, discussed and rated. AT&T earned the highest score for the services that were requested. The Administration has attached the E-Rate service provider's evaluation worksheet as well as AT&T's Agreement.

By selecting a renewal with AT&T, this simplifies the extension process and keeps our current bandwidth at 1000 Mbps for the next two years. The new Agreement with AT&T will also see a reduction in fees along with a 40% savings due to E-Rate.

District Legal Counsel has reviewed the contract and found it acceptable as they remain largely unchanged from the prior version that was approved in 2020.

Vendor	Total
AT&T	\$1386.80
Comcast	\$1840.00
OnShore	\$1808.00
RCN	\$1214.00

### Fiscal Impact:

\$1,386.80 per month. The District paid \$1,661.80 per month from 2020-2022 with AT&T

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this Agreement from AT&T for internet services in the amount of \$1,386.80 per month from July 2022 to July 2024.

Congratulations! The Lincolnwood School District 74 E-Rate Proposal Evaluation Committee has awarded AT&T for E-Rate Funding Year 25 for the following service from your proposal associated to Form 470 # 220004813:

Internet Access:

- 1 Gbps ADI with managed router for \$1386.80 per month with a 24-month term.

Please provide any documentation that is required to sign for our review and consideration. We are requesting that drafts of your agreement/documentation be sent no later than Thursday, 2/24/2022 at 10:00 a.m. in order for us to review the information and start the signature process. Should you have any questions on the E-Rate components required for the contract and/or other documentation, please contact myself or Jane Kratochvil, our E-Rate Consultant at [jkratochvil@infiniteconnect.net](mailto:jkratochvil@infiniteconnect.net) or you may contact her at (773) 412-9072. My contact information is below. Please ensure that you copy Jane with your documentation for review.

Thank you in advance and we are looking forward to working with you.

Agreement between Lincolnwood School District 74  
and  
AT&T

February 17, 2022

AT&T  
1876 Data Dr.  
Hoover, AL 35244

Re: Erate Contract Award Notification

Dear Ms. Sulprizio,


This letter will confirm our decision to enter into a 24-month contract for 1 Gbps ADI with managed router with a MRC of \$1,386.80 during the next E-rate funding year (07/01/2022 to 06/30/2023) as specified in the attached contract.

The execution of the attached contract will be dependent upon the following conditions:

1.  Board approval of contract on April 7, 2022
2.  Terms and conditions are acceptable
3.  Terms of Contract: 7/1/2022 – 6/30/2024

To accept these terms and conditions, please sign below and return via email to at

We look forward to working with AT&T.

  
\_\_\_\_\_  
Jordan Stephen  
Director of Technology  
Lincolnwood School District 74

2/21/2022  
Date

Vendor Agreement:

\_\_\_\_\_  
AT&T

\_\_\_\_\_  
Date

**Exhibits –  
Contract Draft  
Pending Board Approval**

LINCOLNWOOD SCHOOL DISTRICT 74 - E-RATE YR25  
E-Rate Service Provider Evaluation Worksheet

Procurement Description

Funding Year **2022**

Scope of Services  
Dedicated internet access delivered to District's Administration office located at 6950 N. East Prairie Road, Lincolnwood, IL. Provide incremental pricing of current speed of 1 Gbps, with potential upgrades to 2 Gbps, 3 Gbps, up to 5 Gbps. Include any special construction one-time costs, as applicable. Price out a MTM, 12, 24, 36 and 60 month option for all bandwidth tiers. Leased lit fiber includes internet access.

Form 470 Number **220004813**

Request for Proposal **N/A**

Factor	Description	Maximum Points
A Cost	Price of E-rate eligible services	30
B Complete	Completeness / Quality of Proposal	25
C Prior Exp	Familiarity with School	15
D Service	Service Quality	20
E TechExp	Technical Expertise /Recommendatons	10
		100

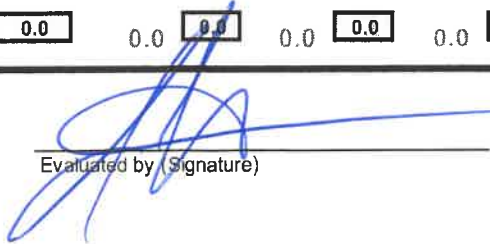
Scoring of Factors

Worst						Best
1	2	3	4	5		5
Falls criterion						Exceeds criterion

Tallying Points for Each Factor  
Score  
5  
Calculating Overall Points  
Sum Points for Each Factor

Name	Factor A Cost SCORE   POINTS	Factor B Complete SCORE   POINTS	Factor C Prior Exp SCORE   POINTS	Factor D Service SCORE   POINTS	Factor E TechExp SCORE   POINTS	Total Points
AT&T	4.0 <b>24.0</b>	4.0 <b>20.0</b>	5.0 <b>15.0</b>	5.0 <b>20.0</b>	4.0 <b>8.0</b>	<b>87.0</b>
Comcast	3.0 <b>18.0</b>	5.0 <b>25.0</b>	1.0 <b>3.0</b>	4.0 <b>16.0</b>	4.0 <b>8.0</b>	<b>70.0</b>
onShore	2.0 <b>12.0</b>	5.0 <b>25.0</b>	1.0 <b>3.0</b>	3.0 <b>12.0</b>	3.0 <b>6.0</b>	<b>58.0</b>
RCN	5.0 <b>30.0</b>	5.0 <b>25.0</b>	1.0 <b>3.0</b>	3.0 <b>12.0</b>	4.0 <b>8.0</b>	<b>78.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>

Jordan Stephen  
Evaluated by (printed)

  
Evaluated by (Signature)

2/10/22  
Evaluation Date

**LINCOLNWOOD SCHOOL DISTRICT 74 - E-RATE YR25  
E-Rate Service Provider Evaluation Worksheet**

**Procurement Description**

Funding Year	2022
Scope of Services	Dedicated internet access delivered to District's Administration office located at 6950 N. East Prairie Road, Lincolnwood, IL. Provide incremental pricing of current speed of 1 Gbps, with potential upgrades to 2 Gbps, 3 Gbps, up to 5 Gbps. Include any special construction one-time costs, as applicable. Price out a MTM, 12, 24, 36 and 60 month option for all bandwidth tiers. Leased lit fiber includes internet access.
Form 470 Number	220004813
Request for Proposal	NA

Factor	Description	Maximum Points
A. Cost	Price of E-rate eligible services	30
B. Complete	Completeness / Quality of Proposal	25
C. Prior Exp	Familiarity with School	15
D. Service	Service Quality	20
E. TechExp	Technical Expertise /Recommendatons	10
		<b>100</b>

**Scoring of Factors**


Worst	Best
1 . 2 . 3 . 4 . 5	5
Fails criterion	Exceeds criterion

**Tallying Points for Each Factor**

Score  
5  
**Calculating Overall Points**  
*Sum Points for Each Factor*

Name	Factor A Cost SCORE   points	Factor B Complete SCORE   points	Factor C Prior Exp SCORE   points	Factor D Service SCORE   points	Factor E TechExp SCORE   points	Total Points
AT&T	3.0 <b>18.0</b>	4.0 <b>20.0</b>	5.0 <b>15.0</b>	5.0 <b>20.0</b>	5.0 <b>10.0</b>	<b>83.0</b>
Comcast	3.0 <b>18.0</b>	5.0 <b>25.0</b>	1.0 <b>3.0</b>	3.0 <b>12.0</b>	3.0 <b>6.0</b>	<b>64.0</b>
onShore	1.0 <b>6.0</b>	5.0 <b>25.0</b>	1.0 <b>3.0</b>	3.0 <b>12.0</b>	3.0 <b>6.0</b>	<b>52.0</b>
RCN	5.0 <b>30.0</b>	5.0 <b>25.0</b>	1.0 <b>3.0</b>	3.0 <b>12.0</b>	3.0 <b>6.0</b>	<b>76.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>

George Hu  
Evaluated by (printed)

  
Evaluated by (Signature)

2-10-2022  
Evaluation Date



**To:**  
Jordan Stephen  
Lincolnwood School District 74  
6950 N East Prairie Rd  
Lincolnwood, IL 60712

**From:**  
Dana Sulprizio, AT&T Specialized Sales - Account  
Management  
1876 Data Dr.  
Hoover, AL 35244  
Office: 205-517-4474  
Email: [dana.sulprizio@att.com](mailto:dana.sulprizio@att.com)

## Introduction

In response to **LINCOLNWOOD SCHOOL DISTRICT 74's** Form 470 bid # **220004813**, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding. The solution includes the following components:

- **AT&T Dedicated Internet**—an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.

## Features and Benefits

The solution gives you the following:

- **Reliable Service**—starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.

- **Customizable Service**—includes maintenance, service, and support options, so you can choose the level of network management you need. And speed options range from 10Mbps to 1Tbps (some speeds may not be available in all areas). As a result, you can customize your service to meet your needs now and in the future.
- **Class of Service (CoS)**—prioritizes data traffic over your network access link, and you can add this option to your ADI. We offer four classes of service and 25 service profiles that have predetermined bandwidth allocations. And, if any service isn't using its allocated bandwidth, other services can share it. By using this option, you can optimize your data traffic flows during congested periods.
- **AT&T Business Center Portal**—provides a suite of online tools to access billing, maintenance, network management, and performance reporting information and functions. Business Center tools let you view and manage various aspects of your AT&T service 24/7 via a convenient online portal.
- **Service Level Agreements (SLAs)**—offer performance objectives for on-time provisioning, site availability, time to restore, latency, data delivery, and jitter. You may qualify for credits if stated objectives aren't met. Please see the business service guide for more details.
- **ADI with Managed Router Option**—provides the customer premises equipment (CPE) for ADI, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. You provide a dedicated standard telephone line not connected to a PBX for out-of-band testing of the diagnostic modem. This option provides convenient end-to-end managed internet access so you can focus on your core mission.
- **ADI with Customer-Managed Router Option**—lets you provide and manage your own router for ADI while AT&T provides the managed internet access. So, you have flexibility to choose the level of service you need.

## Advantages of AT&T

Working with AT&T gives you the following advantages:

- **E-rate Experience**—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to [www.corp.att.com/erate](http://www.corp.att.com/erate).
- **Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are focused on the education industry and are well versed in the issues and challenges that today's educators face.
- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- **Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.



**IT CAN WAIT** 

*To learn more about the problem of distracted driving and how to help, visit [www.itcanwait.com](http://www.itcanwait.com).*

## Solution Pricing

Pricing for AT&T Dedicated Internet is based on the following term: 24 months

**Rates do not include fees, surcharges, or taxes.**

**PRICES QUOTED BELOW DO NOT INCLUDE E-RATE DISCOUNTS.**

**When the service is fully dedicated to internet service, it is 100% eligible.**

Product	Service Provider Identification Number (SPIN)
AT&T Dedicated Internet (ADI)	143001192

Note: **MRC** = monthly recurring charge and **NRC** = non-recurring charge

RATES PER CIRCUIT FOR ADI WITH MANAGED ROUTER (VoIP NOT included)					
Port		Access		Port & Access 24 Month Term	
Speed	MRC	Speed	MRC	TOTAL MRC	TOTAL NRC
1 Gig	\$786.80	1 Gig	\$600.00	\$1,386.80	\$0.00
2 Gig	\$1,718.64	10 Gig	\$1,100.00	\$2,818.64	\$0.00
3 Gig	\$2,049.83	10 Gig	\$1,100.00	\$3,149.83	\$0.00
5 Gig	\$2,455.30	10 Gig	\$1,100.00	\$3,555.30	\$0.00

### ADI 1YR Rates - SPIN 143001192 AT&T Corp.

Access Speed	Access Monthly	Port Speed	Port Monthly w/AT&T Managed Router	Class of Service (CoS) *Optional	TOTAL* Monthly (MRC)	NRC - Install/One Time
1 GB	\$600.00	1 GB	\$3,934.00	\$2,964.00	\$7,498.00	\$0.00
10 GB	\$1,100.00	2 GB	\$5,524.20	\$3,040.00	\$9,664.20	\$0.00
10 GB	\$1,100.00	3 GB	\$8,091.45	\$3,116.00	\$12,307.45	\$0.00
10 GB	\$1,100.00	5 GB	\$11,048.85	\$3,268.00	\$15,416.85	\$0.00

\*Please note if COS services are not required the MRC would be the Access + Port charges.

Should conduit be required on your property to facilitate fiber installation, AT&T will provide up to 1000 ft. of conduit at no cost to you.

The ADI circuit would be provisioned over fiber and installed at:

**6950 N EAST PRAIRIE RD, LINCOLNWOOD, IL 60712**

I have verified that no fiber placement special construction charges will apply with a 24+ month agreement. Should you choose a new circuit installation with a higher speed and a 12 month agreement special construction charges in the amount of \$3000.00 will apply.

At speeds of 100Mbps or below, an 100BaseTX electrical handoff is provided. At speeds greater than 100Mbps up to 1Gbps, an optical interface (1000Base-SX multi-mode or 1000Base-LX single mode) is required. At speeds greater than 1Gbps to 10Gbps, an optical interface (10GBase-LR single-mode) is required. AT&T Technician onsite installation, setup and testing of the managed router is provided at no cost. AT&T personnel unpack, mount, connect, configure, and test the managed router.

Static IP addresses are provided by AT&T Internet.

**This response to your request is not a contract offer and does not take the place of a signed contract.** If you select AT&T for this service, please let us know so we can provide you the appropriate contract documents. Neither party is obligated for the selected services unless and until mutually agreed contract documents are signed by both parties. The Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal and assumes use of AT&T contract documents and an E-Rate Rider as part of any final, negotiated contract between the parties, unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

## Important Information

For ADI with Managed Router, the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router.

AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in the Entrance Facility Construction section of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

**Proposal Validity Period**—The information and pricing contained in this Proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

**Proposal Pricing**—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes,

# E-rate Proposal for LINCOLNWOOD SCHOOL DISTRICT 74



surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

**Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

**Software**—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

**Disclaimer**—For purposes of this Proposal, the identification of certain services as “eligible” or “non-eligible” for E-rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the “Eligible Services List” and the specific sections on product and service eligibility on the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) website [www.usac.org/e-rate](http://www.usac.org/e-rate). This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer’s E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD’s decision on these matters.

**End User Equipment**—E-rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ [www.usac.org/e-rate](http://www.usac.org/e-rate) and Cost Allocation Guidelines for Services @ [www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/](http://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/).

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**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Customer	AT&T
LINCOLNWOOD SCHOOLS  Street Address: 6950 N EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 607122520 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Jordan Stephen Title: Director of Technology Street Address: 6950 N EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 60712 Country: United States Telephone: 8476758234 Email: jstephen@sd74.org	Name: Dana Sulprizio Street Address: 1876 Data Drive Room 216S City: Hoover State/Province: AL Zip Code: 35244 Country: United States Telephone: 2055174474 Email: ds9454@us.att.com Sales/Branch Manager: Donald Wollweber SCVP Name: Donald Wollweber Sales Strata: Retail Sales Region: USA <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name:            Company Name: Agent Street Address:            City:            State:            Zip Code:            Country: Telephone:            Fax:            Email:            Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and shall become effective when signed by authorized representatives of both parties ("Effective Date").

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

Page 1 of 12  
 ASAP!

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

This Pricing Schedule shall replace and supersede in its/their entirety the following AT&T Dedicated Internet ("ADI"), Service Order Attachment(s) and/or Pricing Schedule(s) between AT&T and Customer:

MIS14153256	
-------------	--

**1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term*</b>	<b>24 months</b>
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

\*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

\*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

**4. RATES (US Mainland, and HI only)****Section I: AT&T Dedicated Internet  
Access Bandwidth -****Table 1: DNS Services**

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

**Table 2: ADI Tele – Installation****Discount: 100.00%**

ADI Speed	Undiscounted ADI	Undiscounted ADI w/ Managed Router
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500

**AT&T and Customer Confidential Information**Page 2 of 12  
ASAP!

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 <sup>#</sup>	\$1,500 <sup>**#</sup>
10 Gig Ethernet* and up	\$1,500 <sup>#</sup>	\$1,500

\* Service not available with MPLS PNT.

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

# Pricing also applies to Service locations in Alaska.

**Table 3: On-Site Installation****Discount: 100.00%**

ADI Speed	Undiscounted ADI w/ Managed Router Only
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

\* Pricing also applies to Service locations in Alaska.

**Table 4: Flexible Bandwidth Billing Option – Ethernet\***

Discount applied to ADI & ADI w/Managed Router Discount: 86.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 97.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	ADI Undiscounted Monthly Fee	ADI with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
<b>Discount applied to ADI &amp; ADI w/ Managed Router for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	<b>\$259</b>	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
<b>Discount applied to ADI &amp; ADI w/ Managed Router for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
10 Mbps	\$268	\$396	\$198
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00

**AT&T and Customer Confidential Information**Page 3 of 12  
ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

\* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 5: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees**

Discount: 100.00%

Speed	Class of Service Monthly Fee – List Price** (w/ or w/out Managed Router)
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225

AT&T and Customer Confidential Information

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 ASAP!

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

\* Charges waived for Sites with AT&amp;T BVoIP Service.

\*\*no real-time class available.

(†) Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 6: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees****Discount: 100.00%**

<b>Speed</b>	<b>Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee*#</b>
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000

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ASAP!

700 – 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\* Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 7: Class Of Service Option – Aggregate Billing Option\*\* - Monthly Service Fees**

**Discount: 100.00%**

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee**
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\*Not available with MPLS PNT.

**Section II: AT&T Business in a Box<sup>SM</sup>**

**Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges**

**Discount: 100.00%**

Service Component / Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$70
Base Unit 24 Port	\$30
Base Unit High Bandwidth	\$75
8 Port Analog Module Add-On	\$35

\* Pricing also applies to Service locations in Alaska

**Table 2: On-Site Maintenance (24X7X4) Monthly Charges**

**Discount: 100.00%**

**AT&T and Customer Confidential Information**

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Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$95
Base Unit 24 Port	\$35
Base Unit High Bandwidth	\$85
8 Port Analog Module Add-On	\$40

\* Pricing also applies to Service locations in Alaska

**Table 3: Life-Cycle Management Charges - Service Charges**

**Discount: 100.00%**

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price *
Additional Service	\$260
Delete Service	\$500

\* Pricing also applies to Service locations in Alaska.

**Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only**

**Discount: 100.0%**

Class of Service Monthly Service Fee	\$225*
--------------------------------------	--------

\* Pricing also applies to Service locations in Alaska.

**Table 5: IP Version Change**

**Discount: 100.00%**

IP Version Change – Per Site, Per Occurrence	\$500*
--	--------

\* Pricing also applies to Service locations in Alaska.

**Section III: Additional Service Fees**

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

\*Subject to availability, pricing also applies to Service locations in Alaska

**Section IV: Local Access**

NPA/NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
847/329	6950 N EAST PRAIRIE RD, LINCOLNWOOD, IL 60712	1G	\$0.00	<b>\$600.00</b>

This is the last page of the Pricing Document.

**AT&T and Customer Confidential Information**

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## E-Rate Rider

### ATTACHMENT TO AT&T DEDICATED INTERNET ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by AT&T Corp. (AT&T) and LINCOLNWOOD SCHOOLS (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

#### TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

**Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC) . The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:**

1. Eligibility of Products and Services The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload Template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of it's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

#### 6. Customer Must Choose A or B

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## E-Rate Rider

### A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

**CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.**

(i) Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here 07-01-2022.** AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii) Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED..

### B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

**SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED..**

(i) Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii) Funding Denial Agreement Termination:: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service..

(iii) IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

## 7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part

Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating,

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### E-Rate Rider

maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

#### 8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** - Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

#### 9. Customer Premises Support Structure ("CPSS") – General Terms and Conditions.

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## E-Rate Rider

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.
- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.
- In addition to any early termination charges identified in the Agreement or Pricing Schedule, Customer is also liable for 100% of the cost of \$9200 for each site at which AT&T installs Facilities. All early termination charges, plus recovery of entrance facility costs, will not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.

### **Terms Applicable to CALNET customers with the following services:**

- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS..
- **Managed Internet Services (5.0)**: If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

### **10 USAC Invoicing Method**

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <https://www.usac.org/e-rate/service-providers/step-5-invoicing/>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

### **11. Reimbursement of USAC.**

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety

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**E-Rate Rider**

(90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

**12. Contract Requirements.**

**FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.**

THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED \_\_\_\_\_

SO AGREED by the Parties' respective authorized signatories:

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

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## Executive Summary Finance Committee Meeting

DATE: March 24th, 2022

TOPIC: E Rate Category II – SHI Wireless Access Points / Firewall Renewals

PREPARED BY: Jordan Stephen

### Recommended for:

- Action
- Discussion
- Information

### Purpose/Background:

The Administration has determined the need to replace a total of 35 wireless access points and related network switching hardware at Todd Hall. This hardware replacement was put out to bid through the E-Rate program. Also attached to the bid was the renewal of necessary firewall licensing and support. A total of four vendors submitted proposals. Of the four vendors submitting proposals, SHI earned the highest score. The Administration has attached SHI's Proposal, E-Rate Service Provider Evaluation Worksheet, and SHI's contract.

The District Legal Counsel has reviewed the Contract and found it acceptable. Counsel did also review the terms and conditions and although the majority of these are all standard, there is a line that does reference New Jersey law and venue that may be an issue. If the committee elects us to specify Illinois law and Cook County circuit court venue, we can ask the vendor to add that to their quote document.

Vendor	Total
SHI	\$84,792
Questivity	\$91,062.56
Relcomm	\$34,090.00/ Incomplete Proposal
Heartland Business Systems	Incomplete Proposal

### Fiscal Impact:

The total cost is \$84,792. The District should anticipate an E-Rate reimbursement of \$33,916.80.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this Contract from SHI for wireless access points, network switching equipment, licensing and filtering, maintenance, and support for the District Firewall in the amount of \$84,792.

Congratulations! The Lincolnwood School District 74 E-Rate Proposal Evaluation Committee has awarded SHI International Corp. for E-Rate Funding Year 25 for the following service from your proposal associated to Form 470 # 220004819:

Internal Connections:

- Hardware only purchase of Cisco access points, licenses, switches, and other equipment for a total of \$49,897.00.
- Purchase of maintenance support for Palo Alto firewall totaling \$34,895.00.

Please make sure that you review our copy page with requires a signature from your company representative. Please make sure your quote has the following:

- Term of Contract: April 7, 2022 through September 30, 2023
- Signature lines for both school with date and for countersignature from your company representative on your quote
- Add name of School Todd Hall for the network switching equipment. Firewall will be assigned to District office.

Please provide any documentation that is required to sign for our review and consideration. We are requesting that drafts of your agreement/documentation be sent no later than Thursday, 2/24/2022 at 10:00 a.m. in order for us to review the information and start the signature process. Should you have any questions on the E-Rate components required for the contract and/or other documentation, please contact myself or Jane Kratochvil, our E-Rate Consultant at [jkratochvil@infiniteconnect.net](mailto:jkratochvil@infiniteconnect.net) or you may contact her at (773) 412-9072. My contact information is below. Please ensure that you copy Jane with your documentation for review.

Thank you in advance and we are looking forward to working with you.

Agreement between Lincolnwood School District 74  
and  
SHI International Corp.

February 17, 2022

SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873

Re: Erate Contract Award Notification

Dear Mr. Tammara:

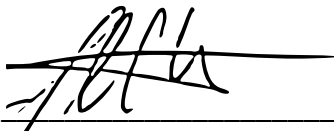
This letter will confirm our decision to enter into a contract for an amount up to \$84,792.00 for the purchase of Cisco Network Switches/Licensing, Meraki Access Points/Licensing, and Palo Alto maintenance/support from your company during the next E-rate funding year (07/01/2022 to 09/30/2023) as specified in the attached contract.

The execution of the attached contract will be dependent upon the following conditions:

1.  Board approval of contract on April 7, 2022
2.  Terms and conditions are acceptable
3.  Terms of Contract: 4/7/2022 – 9/30/2023

To accept these terms and conditions, please sign below and return via email to at

We look forward to working with SHI International Corp.

  
\_\_\_\_\_  
Jordan Stephen  
Director of Technology  
Lincolnwood School District 74

2/21/2022  
\_\_\_\_\_  
Date

Vendor Agreement:

\_\_\_\_\_  
SHI International Corp.

\_\_\_\_\_  
Date

**Exhibits –  
Contract Draft  
Pending Board Approval**

LINCOLNWOOD SCHOOL DISTRICT 74 - E-RATE YR25  
E-Rate Service Provider Evaluation Worksheet

Procurement Description

Funding Year **2022**

Scope of Services: Hardware only purchase of Cisco access points, licenses, switches, and other category two network equipment. BMIC for Palo Alto firewall.

Form 470 Number **220004819**

Request for Proposal: Minimum Hardware Requirements\_FINAL\_152022

Factor	Description	Maximum Points
A. Cost	Price of E-rate eligible services	40
B. Complete	Completeness / Quality of Proposal	25
C. Prior Exp	Familiarity with School	15
D. TechNeeds	Technical Expertise /Recommendatons/ Solutions Meets Needs of District	20
E.		
		100

Scoring of Factors

Worst	1	2	3	4	5	Best
Falls criterion						Exceeds criterion


Tallying Points for Each Factor

Score  
5

Calculating Overall Points  
Sum Points for Each Factor

Name	Factor A Cost SCORE / points	Factor B Complete SCORE / points	Factor C Prior Exp SCORE / points	Factor D TechNeeds SCORE / points	Factor E 0 SCORE / points	Total Points
Relcomm	3.0 <b>24.0</b>	3.0 <b>15.0</b>	1.0 <b>3.0</b>	3.0 <b>12.0</b>	0.0 <b>0.0</b>	<b>54.0</b>
Questivity	4.0 <b>32.0</b>	4.0 <b>20.0</b>	1.0 <b>3.0</b>	4.0 <b>16.0</b>	0.0 <b>0.0</b>	<b>71.0</b>
SHI	5.0 <b>40.0</b>	5.0 <b>25.0</b>	1.0 <b>3.0</b>	5.0 <b>20.0</b>	0.0 <b>0.0</b>	<b>88.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>

Jordan Stephen  
Evaluated by (printed)

  
Evaluated by (Signature)

2/10/22  
Evaluation Date

**LINCOLNWOOD SCHOOL DISTRICT 74 - E-RATE YR25  
E-Rate Service Provider Evaluation Worksheet**

**Procurement Description**

Funding Year **2022**

Scope of Services **Hardware only purchase of Cisco access points, licenses, switches, and other category two network equipment. BMIC for Palo Alto firewall.**

Form 470 Number **220004819**

Request for Proposal **Minimum Hardware Requirements\_FINAL\_152022**

Factor	Description	Maximum Points
A. Cost	Price of E-rate eligible services	40
B. Complete	Completeness / Quality of Proposal	25
C. Prior Exp	Familiarity with School	15
D. TechNeeds	Technical Expertise /Recommendations/ Solutions Meets Needs of District	20
E.		
		<b>100</b>

**Scoring of Factors**

Worst	Best
1 . 2 . 3 . 4 . 5	5
Fails criterion	Exceeds criterion

**Tallying Points for Each Factor**

Score  
5

**Calculating Overall Points**  
Sum Points for Each Factor

Name	Factor A	Factor B	Factor C	Factor D	Factor E	Total Points
	Cost	Complete	Prior Exp	TechNeeds	0	
	SCORE   points	SCORE   points	SCORE   points	SCORE   points	SCORE   points	
Relcomm	3.0 <b>24.0</b>	3.0 <b>15.0</b>	0.0 <b>0.0</b>	3.0 <b>12.0</b>	0.0 <b>0.0</b>	<b>51.0</b>
Questivity	4.0 <b>32.0</b>	4.0 <b>20.0</b>	0.0 <b>0.0</b>	4.0 <b>16.0</b>	0.0 <b>0.0</b>	<b>68.0</b>
SHI	5.0 <b>40.0</b>	5.0 <b>25.0</b>	0.0 <b>0.0</b>	5.0 <b>20.0</b>	0.0 <b>0.0</b>	<b>85.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>
	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	0.0 <b>0.0</b>	<b>0.0</b>

George Hu  
Evaluated by (printed)

[Signature]  
Evaluated by (Signature)

2-10-2022  
Evaluation Date



# SHI Response to Lincolnwood School District 74

E-rate # 220004819

2/6/2022

FCC RN #0022242192  
SPIN #143012572

For E-rate questions:  
Frate@SHI.com



February 6<sup>th</sup>, 2022

Lincolnwood School District 74  
6950 N East Prairie Rd.  
Lincolnwood, IL 60712

Dear Jordan Stephen

Thank you for your interest in SHI, and for the opportunity to participate in Lincolnwood School District 74's request for E-rate funding. As an authorized E-rate Service Provider since 1998, we are uniquely positioned to be your cost-efficient, full-service supplier.

**Our customer service and E-rate qualifications are second to none.**

SHI provides world class support and service to all our customers, and we have a proven record of success with customers of similar size and nature. Our FCC Registration Number (FCC RN) #0022242192 has Green Light status with the FCC, and our Service Provider Identification Number (SPIN) #143012572 is in good standing.

**We are able to respond for both Category 1 and 2 services and products.**

Leveraging our broad range of authorizations and manufacturer relationships, along with a \$750M networking practice, SHI is prepared to support all requirements contained in this response and offer a complete solution for your IT procurement needs. Our proposal provides a streamlined and efficient managed program designed to help you painlessly meet your IT goals in a cost-efficient manner.

**We have a dedicated support team to help with all E-rate needs.**

We want to ensure that the solution we build together meets your technology goals within your budget, and we've built a team to back that up. Our growing team of E-rate experts includes E-rate Program Managers, dedicated OEM experts, and vendor neutral datacenter and networking professionals.

Thank you for your consideration, and we look forward to working with you on this project!

Respectfully,

Anthony J. Tammara  
Public Sector Inside Account Executive  
Anthony\_Tammara@shi.com  
732-667-2782

# EXECUTIVE SUMMARY

With over 20 years as an E-rate Service Provider, SHI helps schools, districts, and libraries leverage E-rate funds to get services and products they need, especially those they otherwise could not afford.

SHI focuses on offering cost-effective and compelling solutions to ensure that every E-rate dollar secured can be utilized to achieve each customers' specific needs and ultimately empower learning in the communities they serve. In support of this initiative, SHI established a dedicated team of E-rate experts that consists of tenured Senior E-rate Program Specialists, E-rate Business Development Managers, dedicated OEM experts, and agnostic data center and networking professionals. Through SHI's E-rate team, SHI Solutions supports both Category 1 and 2 services and products.

The E-rate program provides discounts on services and products essential for classrooms and libraries to receive broadband and networking solutions. Discounts depend on the level of need and the location of the entity receiving service but typically range from 20% to 90% of the cost of eligible services.

We recognize the needs of educators and can help you make the best choices for those needs, including Mobility; Networking Infrastructure upgrades; Security and Cybersecurity; Virtualization, and, of course, Cost Savings. SHI offers pre-sales support with our Solutions Team and a vendor-neutral approach to all of our advising, focusing on your needs rather than one specific OEM. In support of your eligible networking components strictly for Cat2, SHI's tenured Networking team understands the challenges of deploying and maintaining your infrastructure. We have the technical expertise to help you address, acquire, and adopt solutions to ensure you implement an efficient, secure, and cost-effective solution. Our Networking team is experienced in supporting our customers and evaluating your current environment, and providing recommendations. These discussions include understanding details on your upcoming projects/refreshes of equipment and your current pain points. The Team can help K-12 school districts and libraries determine what manufacturer to lead with based on your current setup, goals, and needed functionality.

**SHI TOP NETWORKING PARTNERS**



As an eligible Service Provider under the Schools and Libraries Program, SHI focuses on providing our library and K-12 customers with complete solutions for their IT initiatives and technology plans. SHI can help you with cost-effective and innovative solutions delivering world-class customer service and support through long-term relationships with industry-leading hardware manufacturers, software publishers, and service providers.



# E-RATE PROCESS

## FILING A FORM 471

This formally declares that you have selected SHI for your project and tells us what the project entails and how much funding you have requested. Once you have filed your Form 471, you'll receive a Funding Commitment Decision Letter (FCDL) formalizing your agreement to work with SHI.

## FILING A FORM 486

FCC Form 486, also known as the Receipt of Service Confirmation and Children's Internet Protection Act Certification Form, is a form that must be filed by you before any reimbursements can be paid out. Its purpose is to alert USAC that services, on which discounts have been approved as indicated in a funding letter, are indeed being provided by the service provider. The Form 486 can be submitted only after receiving an FCDL.

## INVOICING METHODS

There are two types of invoicing methods used to invoice USAC:

- **Form 472 Billed Entity Applicant Reimbursement (BEAR)** – With BEAR invoices, you'll pay SHI in full on normal net 30 terms upfront. Then on July 1st, once the FCDL and Form 486 are issued, SHI certifies the BEAR form for reimbursement.
- **Form 474 Service Provider Invoice (SPI)** – With SPI invoices, the order cannot be placed until 7/1 and the FCDL letters and Form 486 are received. Once the paperwork is settled, SHI will issue two invoices: one to USAC for the portion they are funding, and a second to you for the remaining balance, if applicable.

Please keep in mind that funds are released on July 1st to all applicants that are approved for funding by USAC.

## SHI GREEN LIGHT STATUS

The screenshot shows the FCC's Red Light Display System (RLDS) interface. At the top, the FCC logo and "Federal Communications Commission" are on the left, and "Red Light Display System (RLDS)" is on the right. Below this is a yellow header with "Red Light Display System". A navigation bar contains links for "FCC", "Fees", "Red Light Display System", and "< FCC Site Map". The user is logged in as "SHI INTERNATIONAL CORP. (0022242192)" with a "Log Out" link. On the right, there are links for "Back", "Print", and "Help". The main content area has a blue header with the date "10/29/2021 8:08 AM" and the title "Current Status of FRN 0022242192". The status is "Green", and a message states: "You have no delinquent bills which would restrict you from doing business with the FCC." A detailed explanation follows: "The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 10/29/2021 at 6:31 AM; it is updated once each business day at about 7 a.m., ET."

# TERMS AND CONDITIONS

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## A. E-RATE STATUS

Customer represents and warrants that it qualifies as eligible to receive E-rate discounts.

## B. E-RATE PURCHASES

Customer represents and warrants that all purchases of products shall be for its own use and shall be installed and made operational within the specific funding year period set forth by E-rate Program rules.

## C. PRICE AND PAYMENT TERMS

Payment terms are subject to continuing credit approval by SHI. SHI may, at SHI's reasonable discretion, change credit or payment terms at any time when, Customer's financial condition, previous payment record, or the nature of Customer's relationship with SHI so warrants.

SHI may suspend or withhold delivery of product(s) if (i) Customer fails to pay any sum due to SHI, until final and complete payment is received or (ii) Customer is in violation of applicable laws and regulations.

The price shall be as set forth on the Customer's quote from SHI. Customer understands that taxes are E-rate eligible and may be included on your Form 471. Unless otherwise stated on SHI's quote, all quoted prices are exclusive of federal, state, local, or other taxes. Please inform your SHI representative if tax should be included in quote costs.

SHI shall not be held responsible for product price increases occurring between the quote date and the Customer order date which are caused by circumstances outside of its direct control.

For products that have been discontinued after SHI has accepted a Customer purchase order but before the product has shipped, SHI will make reasonable efforts to offer a comparable or better product at the same or less price, if available, upon USAC's approval of a service substitution request filed by Customer.

## D. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the remainder of the terms or provisions herein shall remain in full force and effect.

Issuance of a Customer purchase order shall constitute Customer acceptance of these Terms and Conditions. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to these Terms and Conditions, or the Terms and Conditions on SHI's website, shall not be valid, are considered null and void, and shall not be applicable to or binding on SHI.

## E. DOCUMENT RETENTION

Both parties will retain all documents related to this purchase for a period of ten (10) years after the project completion in accordance with E-rate Program rules.

Note: If you choose SHI's bid and want to issue an award to SHI, you must use the standard Letter of Intent template that can be found on the next page

# SAMPLE LETTER OF INTENT

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[Date]

SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873

Dear [Primary Sales Contact],

[Applicant Name / BEN] accepts quote # \_\_\_\_\_ and agrees to the terms and conditions put forth in SHI International Corp.'s response to our Form 470 # \_\_\_\_\_. This contract is valid until 9/30/2023, with an option to extend for one (1) year.

## Disclaimers

- By signing this document, the applicant is not contractually bound to complete this procurement in its entirety. The Applicant may complete this procurement in whole or in part. SHI will fulfill only those orders initiated by the Applicant via Purchase Order.
- For SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Preferred Invoicing Method:

\_\_\_\_ SPI

\_\_\_\_ BEAR

\_\_\_\_\_  
Customer / Applicant Name Signature

\_\_\_\_\_  
Signer's Name

\_\_\_\_\_  
Date





Pricing Proposal  
Quotation #: 21467346  
Created On: 1/12/2022  
Valid Until: 7/1/2022

## Lincolnwood School District 74

## Inside Account Executive

### Jordan Stephen

6950 NE PRAIRIE RD  
LINCOLNWOOD, IL 607122520  
United States  
Phone: 847-675-8234  
Fax:  
Email: jstephen@sd74.org

### Anthony Tammara

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-667-2782  
Fax: 732-564-8553  
Email: anthony\_tammara@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Meraki MR46 Wi-Fi 6 Indoor AP Cisco Systems - Part#: MR46-HW	35	\$639.00	\$22,365.00
2 Meraki MR Enterprise License, 1YR Cisco Systems - Part#: LIC-ENT-1YR	35	\$60.00	\$2,100.00
3 Catalyst 9200L 48-p,12xmGig,36x1G,4x10G uplinks, K12 Cisco Systems - Part#: C9200L-48PXG4X-EDU	4	\$4,125.00	\$16,500.00
4 1KW AC Config 5 Power Supply - Secondary Power Supply Cisco Systems - Part#: PWR-C5-1KWAC/2	4	\$1,259.00	\$5,036.00
5 C9200L Cisco DNA Essentials, 48-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-E-48-3Y	4	\$449.00	\$1,796.00
6 Cisco Catalyst 9200L Stack Module Cisco Systems - Part#: C9200L-STACK-KIT	4	\$525.00	\$2,100.00
7 Palo Alto Networks Advanced URL Filtering - Subscription license renewal (3 years) - 1 device Palo Alto Networks - Part#: PAN-PA-3220-ADVURL-3YR-R	1	\$15,345.00	\$15,345.00
8 Palo Threat Prevention - subscription license renewal 3yr Palo Alto Networks - Part#: PAN-PA-3220-TP-3YR-R	1	\$8,775.00	\$8,775.00
9 Palo Alto Networks Premium Support Program - Extended service agreement (renewal) - advance parts replacement - 3 years - shipment - response time: NBD - prepaid - for P/N: PA-3220, PAN-PA-3220 Palo Alto Networks - Part#: PAN-SVC-PREM-3220-3YR-R	1	\$10,775.00	\$10,775.00
		Shipping	\$0.00
		Total	\$84,792.00

## Additional Comments

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Palo Alto has a no returns policy.

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

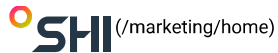
Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.*



Search...



# SHI Online Customer Resale Terms and Conditions

Unless a resale agreement currently exists between Reseller and Customer, these terms (the "Terms") shall constitute the entire understanding between SHI and the firm ("Customer") ordering the software, hardware, or third party services (collectively "Products") under the ordering document ("Order"). Issuance of an Order shall be deemed Customer's acceptance of these terms. If a resale agreement currently exists between SHI and Customer, the Order shall be subject to the terms and conditions of that resale agreement in lieu of these Terms.

## 1. Definition of SHI

"SHI" means one of the following, depending on which SHI office receives the Order:

- If the Order is received by SHI International Corp.:  
"SHI" means SHI International Corp., a New Jersey corporation with offices at 290 Davidson Ave., Somerset, NJ 08873.
- If the Order is received by SHI/Government Solutions, Inc.:  
"SHI" means SHI Government Solutions, Inc., a Texas corporation with offices at 3828 Pecana Trail Austin, TX 78749.
- If the Order is received by StrataScale Solutions, LLC:  
"SHI" means StrataScale Solutions, LLC, a Delaware Limited Liability Company with offices at 3828 Pecana Trail Austin, TX 78749
- If the Order is received by SHI Canada ULC:  
"SHI" means SHI Canada ULC, a Canadian corporation with offices at 895 Don Mills Road, Tower II, Suite 400, Toronto, Ontario M3C 1W3.
- If the Order is received by SHI Corporation UK Limited:  
"SHI" means SHI Corporation UK Limited, with offices at 3rd Floor, 401 Grafton Gate, Milton Keynes, Buckinghamshire, England MK9 1AQ.
- If the Order is received by SHI Global IT Solutions Ireland Ltd:  
"SHI" means SHI Global IT Solutions Ireland Ltd, with offices at Pembroke House, 28 - 32 Pembroke Street Upper, Dublin 2, Ireland.
- If the Order is received by SHI International SAS:  
"SHI" means SHI International SAS, with offices at 22-24, rue du Gouverneur Général Eboué 92130 Issy Les Moulineaux, Paris, France
- If the Order is received by SHI International Corp Hong Kong Limited:  
"SHI" means SHI Hong Kong, with offices at Suite 601, 6/F, New World Tower, 16-18 Queen's Road Central, Central, HK Hong Kong
- If the Order is received by SHI Singapore Solutions Pte. Ltd:  
"SHI" means SHI Singapore Solutions Pte. Ltd, with offices at One Raffles Place, #20-61 Tower 2, Suite 2032, Singapore 048616
- If the Order is received by SHI International Corp Australia Pty. Ltd:  
"SHI" means SHI International Corp Australia Pty. Ltd. with offices at Level 23, 52 Martin Place Sydney, NSW 2000 Australia

## 2. Terms of Payment

The invoice shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net thirty days after Customer's receipt of a valid invoice at the remit-to address referenced in the Order ("Payment Due Date"). Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, Customer will promptly notify SHI of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be paid within ten days after resolution of the reason for rejection ("Resolution Payment Due Date"). Customer will pay any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of Products under this Agreement. When SHI is authorized to collect such taxes they will be separately stated on SHI's invoices and reported and paid to appropriate governmental authorities by SHI. SHI shall charge interest at the rate of 1.5% per month (or the maximum rate that as is permitted by applicable laws, if less) from the Payment Due Date or Resolution Due Date, as the case may be, to the date payment is received by SHI.

## 3. Shipping

Products shipped to Customer's facilities shall be packaged in such a manner as to preclude all reasonably anticipated in-transit damage and in accordance with commercial standards. All shipments of Products will be clearly labeled with the shipping address stated on the order, the applicable PO number, recipient's name and if applicable, building and room number. Shipment terms are FOB Destination, freight pre-paid and added.

## 4. Returns

Product returns are subject to SHI's return policy, which is found at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy) (/returnpolicy).

## 5. Warranty

SHI uses cookies to improve your experience on our website. Some cookies are essential to make our website work. We track website preferences, provide product recommendations, and record anonymized data about your site visit with cookies. To learn more about how we use cookies, see our [Privacy Statement](#) (/CustomerServices/SHIInfo.aspx?ContentId=22). SHI warrants that SHI will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Product described in the PO and has all rights, approvals, and/or authorizations necessary to provide the Products. SHI is a value added reseller ("VAR") of Product, not the original equipment manufacturer or licensor ("OEM"), and therefore disclaims any warranty responsibility regarding Product provided under this Order. SHI shall forward the end user warranties to Customer which are provided to SHI from the OEM of the Product, and to the extent granted by the OEM, Customer shall be the beneficiary of the OEM's warranties. SHI is not a party to any warranty terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that

OEM's Product. EXCEPT AS OTHERWISE PROVIDED IN THIS ORDER, SHI HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

## 6. Software License

Software Products resold under this Order, as well as related maintenance or support services, will be governed by either the license agreement between Customer and the OEM or, if no such agreement exists, the OEM's standard license and support agreements, which SHI shall forward to Customer at the time of delivery of the Products, when provided to SHI by the OEM. SHI is not a party to any such terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all license and support claims or obligations related to that OEM's Product.

## 7. Product Indemnification

As a Value Added Reseller of Products and third party services, SHI disclaims any indemnification responsibility regarding Product provided under the Order. Customer agrees to look solely to the OEM for satisfaction of any and all indemnification claims related to that OEM's Product.

## 8. Limitation of liability

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THESE TERMS OR AN ORDER, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO SHI UNDER THE ORDERS RECEIVED FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THESE TERMS AND THAT SHI WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

## 9. Cancellation

Provided the Order or some part thereof has not been designated "non-cancellable" or "non-returnable" by SHI, Customer shall have the right to cancel or postpone, in whole or in part, the Order, without penalty, provided that notice of such cancellation or postponement is received by SHI prior to shipment of the ordered Products. If Customer cancels the Order following shipment of the Products but prior to delivery, Customer shall pay all freight and handling charges for shipment and return shipment of such Products to SHI. Notwithstanding the foregoing, any such cancellations shall be subject to charges imposed by the OEM associated with cancellation.

## 10. Assignment

Neither party may assign, subcontract, or transfer the Order, or any part thereof, without the other party's prior written consent, and any such assignment or transfer without such consent shall be null and void.

## 11. Force Majeure

Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting Customer, SHI or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. SHI shall notify Customer promptly of any such delay and shall specify the effect on the Product as soon as practical.

## 12. No Waiver

Any failure by either party to insist upon observance or performance by the other of the provisions of these Terms shall not be deemed a "course of dealing" waiver of any such provision or a waiver of the right of the parties to enforce any and all provisions in the future.

## 13. No Severance

Should any of these Terms be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these Terms and the balance of the terms and conditions shall be binding on both parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions the Order.

## 14. Governing Law/Jurisdiction: one of the following will apply, depending on which SHI office receives the Order

- If the Order is received by SHI International Corp, SHI Government Solutions, Inc., StrataScale Solutions, LLC, SHI International Corp Hong Kong Limited, or SHI Singapore Solutions Pte. Ltd: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the laws of the State of New Jersey, without regard to: (1) conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; and, (3) the Uniform Computer Information Transactions Act ("UCITA"). The parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts of the State of New Jersey.
- **SHI uses cookies to improve your experience on our website. Some cookies are essential to make our website work. We track website preferences, provide products of interest, and personalize our website. To learn more about how we use cookies, see our Privacy Statement.** If the Order is received by SHI Corporation UK Limited: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the laws of England and Wales without regard to the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably consent to the exclusive jurisdiction and venue of the Superior Court of Justice for the province of British Columbia.

- If the Order is received by SHI Corporation UK Limited: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the laws of England and Wales without regard to the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably

submit to the exclusive jurisdiction and venue of the English courts. Products supplied to SHI Corporation UK Limited are subject to UK VAT by means of a reverse charge (ex VAT invoice for non-UK based suppliers) pursuant to Article 44 in EU VAT Directive 2006/112 for electronic shipment, licensing or services.

- If the Order is received by SHI Global IT Solutions Ireland Ltd: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with Irish law without regard to the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the Irish courts. Products supplied to SHI Global IT Solutions Ireland Ltd are subject to Irish VAT by means of a reverse charge (ex VAT invoice for non-Ireland based suppliers) pursuant to Article 44 in EU VAT Directive 2006/112 for electronic shipment, licensing or services.
- If the Order is received by SHI International SAS: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with French law without regard to the United Nations Convention on Contracts for the International Sale of Goods, and the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of Paris, unless otherwise required by law.
- If the Order is received by SHI International Corp Australia Pty. Ltd: The Order, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the laws of New South Wales, without regard to the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the courts of New South Wales.

If any claim or dispute arising hereunder is not resolved through such negotiations within thirty days following written presentment, either Party may, upon giving the other Party at least ten days prior written notice, initiate litigation submitting such claims or disputes for decision by a court of competent jurisdiction within the appropriate above, in accordance with the rules of that court and laws of that jurisdiction. Either Party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief). Each party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to the Order or these Terms.

The prevailing party in any litigation arising out of or relating to the Order or these Terms shall be entitled to recover its expenses, costs of litigation (including, without limitation, clerk, paralegal, and expert witness costs), and reasonable attorneys' fees from the losing party, whether or not otherwise specifically awardable under any law or court rule.

### 15. Exportation

Export of Products by Customer is subject to applicable US export regulations and Customer shall be solely responsible for compliance thereof.

### 16. Entire Agreement

These Terms shall constitute the entire agreement between the parties with respect to the subject matter of the Orders. These Terms and any Order shall not be modified or rescinded, except by a writing signed by SHI and Customer. These Terms supersede all contemporaneous and prior oral and written communications, understandings and agreements of the Parties with respect to the subject matter of these Terms. This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Order, which are null and void with respect to these Terms and the Order.

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 (<https://www.facebook.com/pages/SHI-International-Corp/164409770296612>)
  ([https://twitter.com/SHI\\_Intl](https://twitter.com/SHI_Intl))
  (<https://www.linkedin.com/company/shi-international-corp->)
  (<https://blog.shi.com/>)
  (<https://www.youtube.com/user/shicorporation>)
  ([https://www.instagram.com/shi\\_intl/](https://www.instagram.com/shi_intl/))

[About SHI \(/CustomerServices/SHIMarketing.aspx?ContentID=86768\)](#)

[Events \(/CustomerServices/SHIMarketing.aspx?ContentID=92523\)](#)

[Careers \(/CustomerServices/SHIMarketing.aspx?ContentId=88370\)](#)

English

[Privacy \(/CustomerServices/SHIInfo.aspx?ContentId=22\)](#) | 
 [Terms and Conditions \(/CustomerServices/SHIInfo.aspx?ContentId=23\)](#) | 
 [ISO 9001 \(/CustomerServices/SHIInfo.aspx?ContentId=21&Menu=about\)](#) | 
 [FAQ \(/customerservice/frequently-asked-questions\)](#) | 
 [California Transparency in Supply Chains \(https://www.content.shi.com/SHIcom/ContentAttachmentFiles/PDF/Modern\\_Slavery\\_Act\\_Transparency\\_Statement.pdf\)](#) | 
 [Do Not Sell My Personal Information \(/customerservice/donotsellpii\)](#)

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www.shi.com : Corporate Customer : 20.WEBSERVER30.3.2.1.0.6c5da1.3.4.1 (/Next/Home/Default/Diagnostics)

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## Executive Summary Finance Committee Meeting

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DATE: March 24th, 2022

TOPIC: Renewal of Gaggle.Net, Inc. Contract for the 2022-23 School Year

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The District's contract with Gaggle.Net, Inc. is up for renewal. Gaggle provides archiving services for all adults using SD74.org domain emails, past and present. It came to our attention that this service has been set up for a number of years and was archiving accounts that were unneeded or non-functional. After extensive analysis and research with the company, we have reduced the numbers of accounts from 340 "active" accounts to 241 active and 300 "warehouse" accounts.

The District's Legal Counsel reviewed the Contract provided by Gaggle.Net, Inc. and found this acceptable. Counsel noted that in the past an extra Contract for Services was signed between the two parties detailing specifics under services and payments as well as compliance with local laws. Counsel agreed that Contract Number 2020-49593 is still in effect until the year June 30, 2023.

### **Fiscal Impact:**

\$3315 (The District was presented with a \$3980.00 renewal before our investigation.)

The District paid \$3770 in 2021-2022 for the Gaggle.net archiving services.

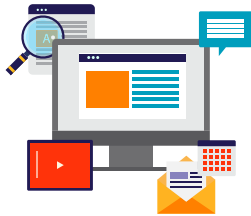
### **Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the Gaggle.Net, Inc. Contract in the amount of \$3315 for the 2022-23 school year.

# Why Gaggle

School leaders nationwide are investing in tools and programs to help protect students and support well-being. Gaggle is a **recognized leader in helping K-12 districts manage student safety on school-provided devices and platforms.**

## Safety in Three Steps



### Content Analysis

Machine learning technology flags concerning content in students' school-issued accounts for review and blocks potentially harmful content



### Expert Review

Flagged content is reviewed by a minimum of two tiers of Gaggle safety experts in order to verify the content, understand the context, and determine the level of severity



### Rapid Response

In severe situations, district-appointed contacts are immediately notified by phone, even after standard business hours

## PROACTIVE ALERTS



Our Gaggle Safety Team alerts school officials about:

- ✓ Self-harm, depression, and suicidal ideation
- ✓ Substance abuse
- ✓ Bullying/cyberbullying
- ✓ Unhealthy relationships
- ✓ Pornographic content
- ✓ Threats of violence

## SPEED AND ACCURACY



When it comes to suicide and self-harm, we understand the importance of speed and accuracy to help school districts keep students safe. From January 1 to August 17, 2021, **our response time for the most imminent incidents involving suicide and self-harm was an average of 17 minutes.** From June 18 to August 17, 2021, we brought our time down to an average of 14 minutes.



*Our mission is to ensure the safety and well-being of students and schools by leveraging people and technology, and we have helped thousands of districts avoid tragedies and save lives. During the 2020–21 school year alone, Gaggle was instrumental in helping K-12 districts save the lives of 1,408 students.*



**Gaggle.Net, Inc.**  
 PO Box 735566  
 Dallas, TX 75373-5566  
 800-288-7750  
 www.gaggle.net

## Gaggle Quote

Lincolnwood School District 74 - Lincolnwood IL intends to implement and use the Gaggle services as outlined below:

### Service Details

DESCRIPTION	LINK	NOTES	QUANTITY	UNIT PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
Archiving Email - Google - Staff	<a href="#">Learn More</a>		235	\$10.00	\$1.00	\$9.00	\$2,115.00
Archive Warehouse Account - Staff	<a href="#">Learn More</a>		300	\$4.00	\$0.00	\$4.00	\$1,200.00
<b>TOTAL:</b>							<b>\$3,315.00</b>

**PRICING TERM:** 12 Month Annual

**SERVICE TERM:** 7/1/2022 - 6/30/2023

**VALID THROUGH:** 9/14/2024

**ADDITIONAL INFO:**

\*Does not include any applicable sales tax.

While this letter shall not constitute a legal binding license, it is an expression of the intent of both parties to work towards formalizing a legally binding agreement.

Upon the commencement of service; Gaggle's applicable Quote, Invoice, <http://www.gaggle.net/terms-conditions>, <http://www.gaggle.net/service-level-agreement>, <http://www.gaggle.net/privacy>, <http://www.gaggle.net/student-data-privacy-notice> along with future engagements and renewals of service; are hereby acknowledged and incorporated by reference.

Quote Number: Q-113884

# Gaggle Services Terms and Conditions

Last Updated: January 13, 2022

Please read the following Agreement carefully. This Agreement explains your rights and obligations as a user of “Services” provided by Gaggle.Net, Inc. (“Gaggle”). Gaggle Services include but are not limited to, Archiving & Backup, Safety Management, and SpeakUp for Safety. For a further Description of Services, please consult the Gaggle Service Level Agreement.

It may be necessary for us to update or revise parts of this Agreement or any feature of Gaggle Services without prior notice. If we make material changes to this Agreement, we will post the updated Agreement (with a notice that the Agreement has been updated) and notify Customers by email using the primary email address specified in their accounts.

## **1. Acceptance of Terms**

The Terms & Conditions herein establish the understanding for Gaggle to provide Services to you (“Customer”). Compensation for the Services provided shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement. By completing the registration process and providing Gaggle with current, complete, and accurate information, you are agreeing to be bound by these Terms &

their usernames and passwords. For this reason, Gaggle recommends that users change their passwords periodically. Access to and use of current or future password-protected or secured Services is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms for Gaggle Services. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by someone on your behalf. You agree not to misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any materials that you are exposed to through Gaggle Services. If you violate your obligations under this section, you may be subject to criminal prosecution or civil damages. You agree to notify Gaggle and your applicable administrator immediately of any unauthorized use of your account or any other breach of security known to you.


### **3. Privacy and Security**

Gaggle uses a variety of measures to protect the security and privacy of its users. Users should be aware, however, that Gaggle cannot guarantee security and confidentiality through its Services. Gaggle accepts no responsibility for harm caused directly or indirectly by the use of its Services. Users should also be aware that the use of Gaggle email and/or email through third-party products, such as those from Google Inc. and Microsoft Corporation, is not private. Although Gaggle is not obligated to do so, it has the right to review and monitor your content and communications, including but not limited to fulfilling obligations set forth in your contract or Subscription Agreement, to back up or review messages to identify network problems, or to determine whether you comply with our Terms & Conditions. Gaggle, at its discretion, may choose to turn over or make available message content to appropriate personnel, the National Center for Missing and Exploited Children (“NCMEC”), and/or law enforcement agencies, if required.

For more information, please also refer to the [Gaggle Privacy Policy](#) and [Gaggle Student Data Privacy Notice](#).

### **4. Confidentiality Policy**

As used herein, “Confidential Information” shall mean the respective parties’ proprietary information or material to which the other party may become aware of as a result of this



duty of confidentiality with respect to such information to the disclosing party or which has become publicly known and made generally available through no wrongful act or omission of the receiving party or of others who were under confidentiality obligations with respect thereto. Each party agrees that with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, such party: (a) shall at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such party uses to protect its own confidential information of a like nature and, (b) shall not disclose the Confidential Information to any other individual, entity, or third party, except as permitted herein or as may be requested or required by (or as deemed advisable by counsel under) applicable law, rule, regulation, court order, legal process, or governmental, judicial, regulatory, or self-regulatory oversight.

## **5. Family Educational Rights and Privacy Act (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. You are required to comply with FERPA and its applicable regulations. Gaggle shall not disclose any student's education records, personally identifiable information, or other related records monitored, maintained, and retained by Gaggle and/or other Services provided by Gaggle to any third party (other than your school organization) without prior authority. Gaggle shall maintain the privacy and confidentiality of all student education records and shall make available to your school organization the right to inspect and review the student education records upon request. Gaggle shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian, and/or your school organization, or by court order, administrative order, or subpoena. Notwithstanding the foregoing, to protect your school or district against the risks involved in handling explicit content involving minors, Gaggle registers incidents containing pornographic videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children ("NCMEC"). It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children. For more information, consult the Gaggle Student Data Privacy Notice.



After-hours support is provided through a monitored email account at [support@gaggle.net](mailto:support@gaggle.net).

Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

## **7. Assignment**

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement, and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

## **8. Term of Agreement.**


This agreement commences with the start of Services and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 10 or upon the expiration of the last Service Term or Renewal thereof.

## **9. Automatic Renewal of Services**

Except as otherwise specified, Services shall automatically renew for successive one-year periods, unless and until terminated by either party in accordance herewith or unless either party provides written notice of non-renewal to the other party prior to the end of the then-current Services Term. Gaggle may increase pricing applicable to the renewal of any then-current Services Term by providing Customer with notice thereof, including by email, at least 30 days prior to the end of such term.

## **10. Termination**

Customer may terminate the Services under this Agreement at the end of any contract by providing thirty (30) days' written notice of the intent to terminate. Gaggle may also terminate or suspend Services if you breach the conditions of this Agreement, the Gaggle Service Level Agreement (SLA), your contract, or Subscription Agreement.



user or third party.

## **11. Limitation of Liability, Statute of Limitations**

In no event shall Gaggle be liable with respect to Services (i) for any amount in the aggregate in excess of the fees paid by you; or (ii) for any indirect, incidental, punitive, or consequential damages of any kind whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Gaggle arising out of or related to use of Services or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You assume total responsibility for the use of Gaggle Services and use these Services at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the internet, and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors, and agents, that the Services may contain bugs and are not designed or intended for use in mission-critical environments requiring fail-safe performance.

## **12. Message Storage, Content Storage, and Other Limitations**

The amount of email storage space and content storage space is limited for each user depending upon your contract or Subscription Agreement. Gaggle is not responsible or liable for the deletion of messages or other information.

## **13. Communications**

Except for any disclosure by you for technical support purposes, or as specified in the Gaggle Privacy Policy, all communications from you will be considered non-confidential and nonproprietary. You agree that any and all comments, information, feedback, and ideas that you communicate to Gaggle will be deemed, at the time of the communication, the property of Gaggle, and Gaggle shall be entitled to full rights of ownership including, without limitation, unrestricted right to delete, use, or disclose such communication in any form, medium, or technology now known or later developed, and for any purpose,

## **14. Miscellaneous**

Gaggle provides Services to your organization to assist it in the protection of your students and your organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guaranty that all unsafe communications can or will be detected while monitoring your student communications or website content.

Gaggle shall not be responsible for contacting, notifying, or alerting any governmental agency or bureau including, but not limited to, child protective services agencies, with jurisdiction over your organization (Customer) for which notification has been provided to Customer. Your organization is responsible for reviewing all Gaggle communications, and to take all reasonable and precautionary actions required by your organization to protect the interests of students including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

## **15. Notices**

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

## **16. Indemnity**

You agree to indemnify, defend, and hold Gaggle and its respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns (collectively, the "Gaggle Indemnified Persons") harmless from and against any and all third-party claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees and costs) arising out of, based on, or in connection with your access and/or use of Gaggle Services.



or the transaction is statutorily exempt from Transaction Taxes. Gaggle shall be solely responsible for the timely remittance of all Transaction Taxes to the applicable Governmental Authority, and Gaggle shall pay (without reimbursement by Customer), and shall hold Customer harmless against, any penalties, interest, or additional taxes that may be levied or assessed as a result of the failure to invoice or delay of Gaggle to pay any such taxes. "Transaction Taxes" means sales and use taxes, value-added taxes, goods and services taxes, gross receipts taxes, and excise taxes, and excludes any tax on income, real or personal property taxes, or payroll taxes.

## **18. Trademarks**

The trademarks, service marks, logos, slogans, and product designations of Gaggle ("Trademarks") are the property of Gaggle.Net, Inc., and/or their respective owners. You have no right to use any such Trademarks, and nothing contained in Gaggle Services grants any right to use (by license, implication, waiver, estoppel, or otherwise) any Trademarks without the prior written permission of Gaggle or the respective owner.

## **19. Acknowledgment of Ownership Rights and Disclosure of Deliverables**

Gaggle does not convey any ownership in and Gaggle will own in perpetuity all right, title, and interest, worldwide, in and to: (i) any intellectual property or related rights owned or licensed by Gaggle and used in the performance of Gaggle's service hereunder, including Gaggle's Confidential Information, and (ii) the frameworks, methodologies, processes, inventions, analytical tools, and industry data and insights that may be used or developed by Gaggle in the performance of Gaggle's services hereunder along with any and all intellectual property rights in connection with the foregoing (the "Gaggle IP").

## **20. Choice of Law**

This Agreement is made in and shall be interpreted and governed in all respects in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions.

## **21. Violations**

Please report any violations of these Terms & Conditions to Gaggle's Customer Service department at 800-288-7750, via email at [support@gaggle.net](mailto:support@gaggle.net), or fax to 309-665-0171.

CONTACT US

FIND YOUR REP

PRESS

CONTRACT VEHICLES

800-288-7750





## CONTRACT FOR SERVICES

Contract Number: 2020- 49593

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This contract by and between Gaggle.Net, Inc. (Gaggle) and Lincolnwood School District 74 - Lincolnwood IL (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

### 1. Services Provided by Gaggle

Gaggle shall provide the Customer with services as outlined in quote number 49593 included as an appendix and incorporated herein for the duration of the contract term at a price guaranteed herein unless the service changes. In the event of change of services, the term of this agreement remains the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

### 2. Contract Term

Service Commencement Date: 2020-07-01

Service End Date: 2021-06-30

Contract End Date: 2023-06-30

### 3. Services and Payment

Gaggle shall provide services as outlined by the Quote (appendix). Full annual payment is due and payable payable in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

### 4. Terms and Termination

This Agreement shall become effective on the date indicated as the Service Commencement Date and shall remain in full force and effect for the term of the contract as identified in Section 2.

Either party may terminate this Agreement in the event of a material breach of a provision of this Agreement and the other party fails to cure said breach within 30 days written notice of said breach.

### 5. Indemnity

Gaggle shall defend, indemnify, and hold harmless Customer, its individual Board members, employees, and agents harmless from any and all claims arising out of its failure to perform its obligations as outlined in this Agreement and incorporated therein.

### 6. Ownership

All ownership of code and product remains with Gaggle, with the exception of any Customer data and content that was uploaded or created by Customer as a result of Customer's use of Gaggle's Services.

**7. Limitation of Liability**

In no event shall Gaggle be liable to Customer for any indirect, consequential, incidental, special or punitive damages or lost profits arising out of or related to this Agreement or breach thereof, even if advised in advance of the possibility of same, for an amount exceeding the total amounts paid to Gaggle under the operation of this Agreement by Customer.

**8. Incorporation by Reference**

Gaggle’s applicable Quote, Terms & Conditions, and Service Level Agreement are hereby acknowledged and incorporated into this contract by reference.

**9. Amendment**

This Agreement contemplates amendment by mutual agreement of the parties. Amendments to this Agreement shall be in writing and indicate the contract number and incorporate into this Agreement.

**10. General**

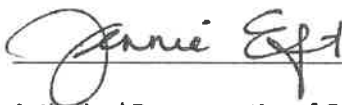
This agreement shall be governed by the laws of the State of Illinois.

**11. Compliance with Laws**

In providing Services under this Agreement, Gaggle will comply with all applicable laws, including, but not limited to, anti-discrimination laws and student confidentiality laws, namely the Family Educational Rights and Pricy Act (“FERPA”), 20 U.S.C. § 1232g, and the Illinois School Student Records Act (“ISSRA”), 105 ILCS 10/1, et seq.

We respectfully require a signed contract on file before the start of any services.

Please sign and return this Contract for Services to our Director of Sales Operations, Jennie Eft, via e-mail jennie@gaggle.net or fax 309.665.0171.



Authorized Representative of Gaggle

5/20/2020

Date



Authorized Representative for Board President  
Lincolnwood School District 74 - Lincolnwood IL

6/25/20



## Executive Summary Finance Committee Meeting

---

DATE: March 24, 2022

TOPIC: District Technology Refresh for 2022-2023

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose:**

The Board of Education approves all contracts and expenditures greater than \$10,000.

### **Background:**

The Administrative team has been putting together the annual proposals for replacement equipment for the students and staff in the District. In the past, the District has relied on the hardware cycle sheets to evaluate and depict where equipment is placed all across the District. Over the last few years there have been many updates and changes to equipment that is being used by students. Equipment has been deployed in new ways to meet a variety of needs created by the pandemic. Additionally, as a result of the expanded 1:1 iPad program in grades 3 and 4 and we have removed laptops from Rutledge Hall that were no longer necessary. In the process, more equipment was moved to Todd Hall, while older equipment was recycled.

Due to all the restructuring and movement of equipment, documents used to chart the technology refresh are simply not as accurate as they once were. Going forward we will use a much more simplified approach at looking at overall equipment numbers in each building which are provided in the packet. In the past few weeks, the team has used detailed records of equipment using the internal inventory system, along with a physical inventory of hardware to update our records.

**Todd Hall:**

The Administrative team is recommending the following technology refresh at Todd.

- 100 -MacBook Air (2016) will be recycled and not replaced.
- 120 Gen 8 iPads, which are currently part of the 5<sup>th</sup> grade will be moved to Todd Hall.
- The District will purchase 160 iPads to provide a larger number of in class resources for students.
- The District will purchase 160 STM Dux Plus Duo iPad cases for classroom use.

**Fiscal Impact:**

The per unit cost is:

<b>Item</b>	<b>SD74 Bundle Price</b>
10.2-inch iPad Wi-Fi 64GB	\$294.00
3-Year AppleCare+ for Schools	\$49.99
STM Dux Case	\$35.51
<b>Total Unit Cost</b>	<b>\$379.50</b>

**Todd Hall Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to expand the number of iPads for Todd Hall in an amount not to exceed \$60,470.

**Rutledge Hall:**

The Administrative team is recommending the following technology refresh at Rutledge Hall.

- The District will purchase 130 iPads, and integrated keyboard cases to provide the incoming 3<sup>rd</sup> grade class the equipment needed to continue the 1:1 iPad program for students.
- The District will purchase AppleCare+ for Schools (With No Service Fees) insurance for each of the 130 iPads.
- The District will purchase 130 Amazon Basic Computer/Tablet bags for each of the students.
- 120 Gen 8 iPads, which are currently part of the 5<sup>th</sup> grade will be moved to Todd Hall.

**Fiscal Impact:**

The per unit cost is:

<b>Item</b>	<b>SD74 Bundle Price</b>
10.2-inch iPad Wi-Fi 64GB	\$294.00
3-Year AppleCare+ for Schools	\$49.00
Logitech Rugged Combo Touch Case	119.95
iPad Total Unit Cost	462.95
AmazonBasics 11.6-Inch Laptop and Tablet Est**	14.00
<b>Total Unit Cost</b>	<b>476.95</b>

\*This estimate could change slightly due to the inconsistent fluctuation in price and availability of the travel bags that are required.

**Rutledge Hall Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to continue the 1:1 iPad program for Grade 3 in an amount not to exceed \$65,000.

**Lincoln Hall:**

Administrative team is recommending the following technology refresh Lincoln Hall.

- The District will purchase 130 iPads, and integrated keyboard cases to provide the incoming 3<sup>rd</sup> grade class the equipment needed to continue the 1:1 iPad program for students.
- The District will purchase AppleCare+ for Schools (With No Service Fees) insurance for each of the 130 iPads.
- The District will purchase 130 Amazon Basic Computer/Tablet bags for each of the students.
- 140 Gen 7 iPads, which are currently part of the 8th grade will either be either sold to the 8<sup>th</sup> grade students or will be repurposed as loaners for students in grades 6-8.

**Fiscal Impact:**

The per unit cost is:

<b>Item</b>	<b>SD74 Bundle Price</b>
10.2-inch iPad Wi-Fi 64GB	\$294.00
3-Year AppleCare+ for Schools	\$49.00
Logitech Rugged Combo Touch Case	119.95
iPad Total Unit Cost	462.95
AmazonBasics 11.6-Inch Laptop and Tablet Est**	14.00
<b>Total Unit Cost</b>	<b>476.95</b>

\*This estimate could change slightly due to the inconsistent fluctuation in price and availability of the travel bags that are required.

**Lincoln Hall Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to continue the 1:1 iPad program for Grade 6 in an amount not to exceed \$65,000.

**Staff Upgrades:**

The Administrative team is seeking approval from the Finance Committee for the purchase of replacement technology equipment for staff.

- The District has identified and will purchase 35 MacBook Air computers to replace District MacBook Pro equipment that has reached its end of life.
- The District will purchase AppleCare+ for Schools (With No Service Fees) insurance for each of the 35 computers.
- The District has identified and will purchase 20 iPads for units that are end of life.
- The District will purchase 20 STM Dux Plus Duo iPad cases for Staff use.
- The District will purchase AppleCare+ for Schools (With No Service Fees) insurance for each of the 20 iPads.
- The District will recycle the teacher iPads which are a Gen 5 model.

**Fiscal Impact:**

The per unit cost is:

Item	SD74 Bundle Price
10.2-inch iPad Wi-Fi 64GB	\$294.00
3-Year AppleCare+ for Schools	\$49.99
STM Dux Plus Duo for 10.2-inch iPad	\$35.51
iPad Total Unit Cost	<b>\$379.50</b>
13-inch MacBook Air: Apple M1 chip	\$899.00
3-Year AppleCare+ for Schools	\$129.00
MacBook Air Total Unit Cost	<b>\$1028.00</b>

**Staff Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to continue with the replacement of selected Laptops and iPads in the amount of \$43,539.












**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to continue with the replacement of District equipment in the amount not to exceed \$234,009.

# Proposal Details

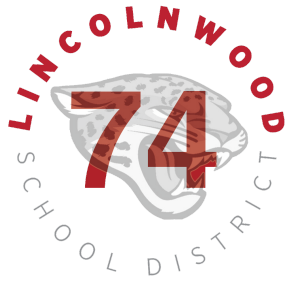
[Back](#)
[Convert To Order](#)
[Reject](#) | [Delete](#) | [Edit](#)

Proposal Number: 2110590095  
 Created By: Jordan Stephen  
 Phone Number: [8476758234](tel:8476758234)  
 Created On: 03/04/2022  
 Comments: Full Project

Item Picture	Description	Total Quantity	Unit Price	Total Price
	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB - Space Gray with 3-Year AppleCare+ for Schools (Packaged in a 5-pack) (No Service Fee) BSG32LL/A Estimated Shipping: 2-3 weeks	7	5,140.00 USD	35,980.00 USD
	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB - Space Gray (Packaged in a 5-pack) MGNG3LL/A <a href="#">Specifications &gt;</a>	35		
	3-Year AppleCare+ for Schools - MacBook Air (no service fees) S8244LL/A	35		
	10.2-inch iPad Wi-Fi 64GB-Space Gray (Packaged in a 10-pack), STM Dux Plus Duo case (Black), w/ 3YR AppleCare+ for Schools (no service fees) BT7H2LL/A Estimated Shipping: 5-7 weeks	18	3,779.50 USD	68,031.00 USD
	10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack) MK2Y3LL/A	180		
	3-Year AppleCare+ for Schools - iPad 9th Gen. no service fees S7831LL/A	180		
	STM Dux Plus Duo for 10.2-inch iPad (7th, 8th, and 9th generation) with built-in holder for Apple Pencil - Black HNU02ZM/A	180		
	10.2-inch iPad Wi-Fi 64GB-Space Gray (Packaged in a 10-pack), Logitech Rugged Combo 3 Touch Case, w/ 3YR AppleCare+ for Schools (no service fees) BSX42LL/A Estimated Shipping: 5-7 weeks	26	4,629.50 USD	120,367.00 USD
	10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack) MK2Y3LL/A	260		
	3-Year AppleCare+ for Schools - iPad 9th Gen. no service fees S7831LL/A	260		
	Logitech Rugged Combo 3 Touch Case with Integrated Smart Connector Keyboard and Trackpad for 10.2-inch iPad (7th, 8th & 9th generation) - Blue HPN12ZM/A	260		

Subtotal : 224,378.00 USD





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**HARDWARE RECYCLE CHARTS:**

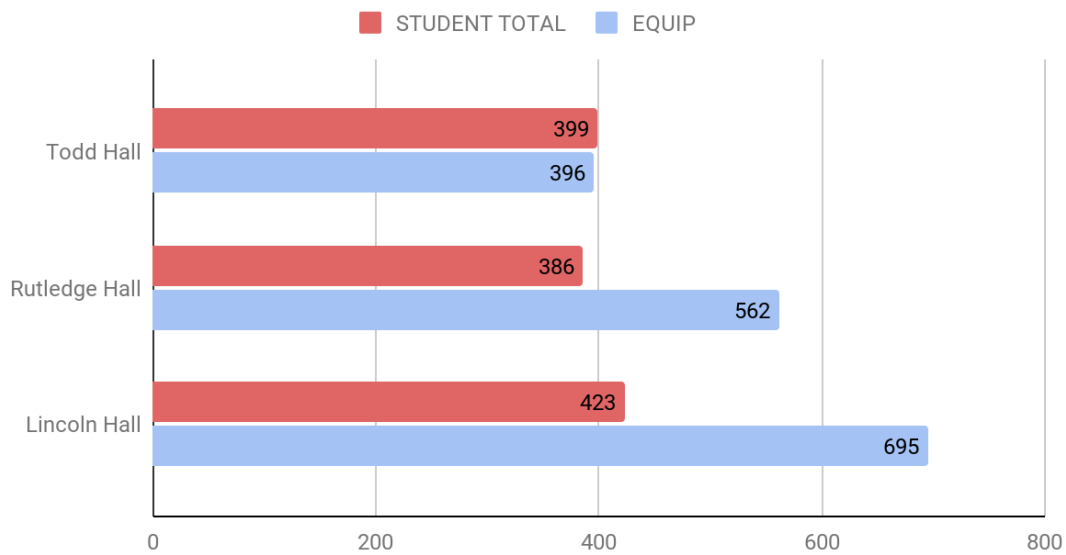
## CURRENT STUDENT INVENTORY

ITEM	ITEM NAME	YEAR/GEN	LOCATION	QTY IN STOCK	NOTES
LAPTOP	Mac Book Air	2016	Todd Hall	95	Scheduled for recycling
LAPTOP	Mac Book Air	2017	Todd Hall	24	
LAPTOP	Mac Book Air	2018	Todd Hall	0	
LAPTOP	Mac Book Air	2019	Todd Hall	0	
LAPTOP	Mac Book Air	2020	Todd Hall	0	
LAPTOP	Mac Book Air	2021	Todd Hall	0	
IPAD	iPad Air Gen 5	2017	Todd Hall	160	Scheduled for recycling
IPAD	iPad Air Gen 6	2018	Todd Hall	68	
IPAD	iPad Air Gen 7	2020	Todd Hall	49	
IPAD	iPad Air Gen 8	2021	Todd Hall	0	
IPAD	iPad Air Gen 9	2022	Todd Hall	0	
LAPTOP	Mac Book Air	2016	Rutledge Hall	53	Scheduled for recycling
LAPTOP	Mac Book Air	2017	Rutledge Hall	0	
LAPTOP	Mac Book Air	2018	Rutledge Hall	0	
LAPTOP	Mac Book Air	2019	Rutledge Hall	15	
LAPTOP	Mac Book Air	2020	Rutledge Hall	87	
LAPTOP	Mac Book Air	2021	Rutledge Hall	0	
IPAD	iPad Air Gen 5	2017	Rutledge Hall	2	Scheduled for recycling
IPAD	iPad Air Gen 6	2018	Rutledge Hall	10	Grade 3-5
IPAD	iPad Air Gen 7	2020	Rutledge Hall	0	
IPAD	iPad Air Gen 8	2021	Rutledge Hall	391	Grade 3-5
IPAD	iPad Air Gen 9	2022	Rutledge Hall	4	Grade 3-5
LAPTOP	Mac Book Air	2016	Lincoln Hall	0	
LAPTOP	Mac Book Air	2017	Lincoln Hall	90	
LAPTOP	Mac Book Air	2018	Lincoln Hall	0	
LAPTOP	Mac Book Air	2019	Lincoln Hall	15	
LAPTOP	Mac Book Air	2020	Lincoln Hall	71	
LAPTOP	Mac Book Air	2021	Lincoln Hall	42	
IPAD	iPad Air Older	2016	Lincoln Hall	12	Scheduled for recycling
IPAD	iPad Air Gen 5	2017	Lincoln Hall	7	Scheduled for recycling
IPAD	iPad Air Gen 6	2018	Lincoln Hall	164	Grade 8
IPAD	iPad Air Gen 7	2020	Lincoln Hall	147	Grade 7
IPAD	iPad Air Gen 8	2021	Lincoln Hall	143	Grade 6
IPAD	iPad Air Gen 9	2022	Lincoln Hall	4	
DESKTOP	DELL	2020	Lincoln Hall	25	STEM Grade 6
DESKTOP	iMac	2016	Lincoln Hall	48	STEM Grade 7-8
TABLET	Galaxy Tab A	2016	Lincoln Hall	20	STEM
IPAD	iPad Air Gen 9	2022	Admin Ctr	15	Spare
	<b>LAPTOP TOTAL</b>	<b>IPAD TOTAL</b>	<b>STUDENT TOTAL</b>		
District	492	1176	1208		

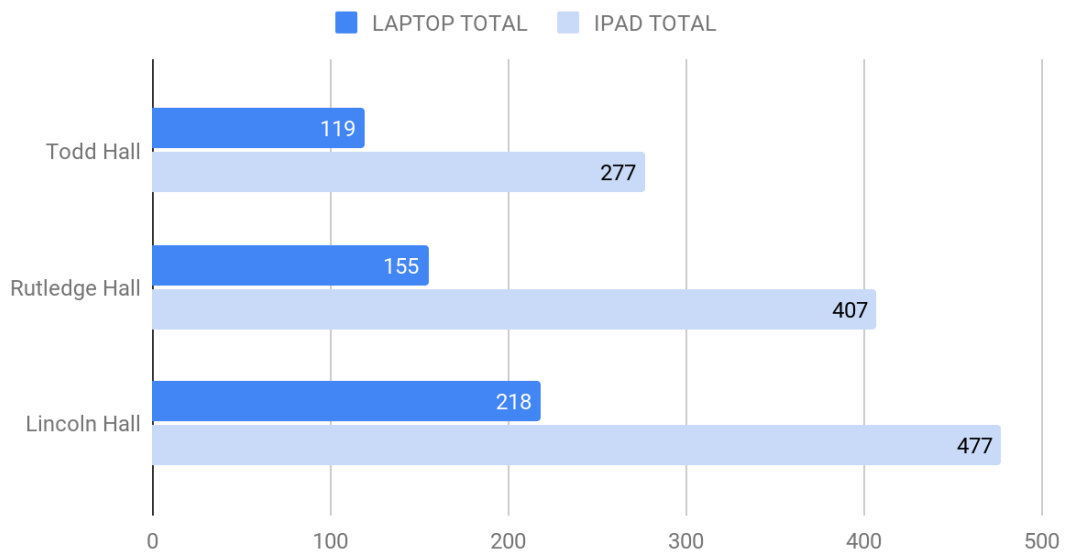
## CURRENT STUDENT INVENTORY - Facts and Figures

	LAPTOP TOTAL	IPAD TOTAL	STUDENT TOTAL
Todd Hall	119	277	399
Rutledge Hall	155	407	386
Lincoln Hall	218	477	423

### Student / Equipment Totals



### Equipment Breakdown Total



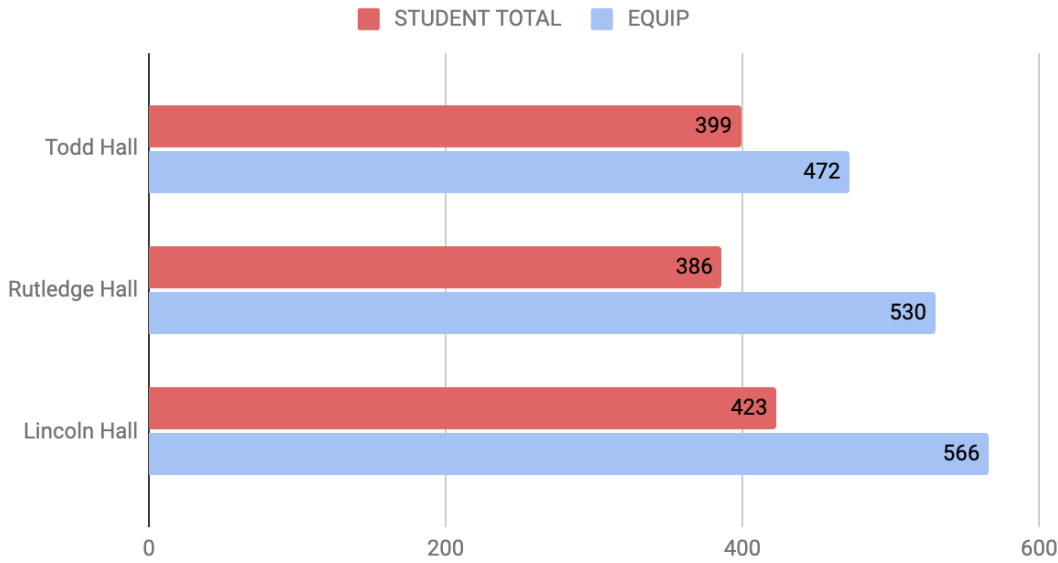
## 2022-2023 FUTURE STUDENT INVENTORY

ITEM	ITEM NAME	YEAR/GEN	LOCATION	QTY IN STOCK	NOTES
LAPTOP	Mac Book Air	2016	Todd Hall	0	
LAPTOP	Mac Book Air	2017	Todd Hall	74	
LAPTOP	Mac Book Air	2018	Todd Hall	0	
LAPTOP	Mac Book Air	2019	Todd Hall	24	
LAPTOP	Mac Book Air	2020	Todd Hall	17	
LAPTOP	Mac Book Air	2021	Todd Hall	0	
IPAD	iPad Air Gen 5	2017	Todd Hall	0	Recycled
IPAD	iPad Air Gen 6	2018	Todd Hall	68	
IPAD	iPad Air Gen 7	2020	Todd Hall	49	
IPAD	iPad Air Gen 8	2021	Todd Hall	120	
IPAD	iPad Air Gen 9	2022	Todd Hall	120	
LAPTOP	Mac Book Air	2016	Rutledge Hall	0	Recycled
LAPTOP	Mac Book Air	2017	Rutledge Hall	40	
LAPTOP	Mac Book Air	2018	Rutledge Hall	0	
LAPTOP	Mac Book Air	2019	Rutledge Hall	5	
LAPTOP	Mac Book Air	2020	Rutledge Hall	70	
LAPTOP	Mac Book Air	2021	Rutledge Hall	0	
IPAD	iPad Air Gen 5	2017	Rutledge Hall	0	Recycled
IPAD	iPad Air Gen 6	2018	Rutledge Hall	10	LOANER
IPAD	iPad Air Gen 7	2020	Rutledge Hall	0	
IPAD	iPad Air Gen 8	2021	Rutledge Hall	271	Grade 4-5
IPAD	iPad Air Gen 9	2022	Rutledge Hall	134	Grade 3
LAPTOP	Mac Book Air	2016	Lincoln Hall	0	
LAPTOP	Mac Book Air	2017	Lincoln Hall	0	
LAPTOP	Mac Book Air	2018	Lincoln Hall	0	
LAPTOP	Mac Book Air	2019	Lincoln Hall	2	
LAPTOP	Mac Book Air	2020	Lincoln Hall	71	
LAPTOP	Mac Book Air	2021	Lincoln Hall	42	
IPAD	iPad Air Older	2016	Lincoln Hall	0	Recycled
IPAD	iPad Air Gen 5	2017	Lincoln Hall	7	Graduated / Loaner
IPAD	iPad Air Gen 6	2018	Lincoln Hall	20	Graduated / Loaner
IPAD	iPad Air Gen 7	2020	Lincoln Hall	147	Grade 8
IPAD	iPad Air Gen 8	2021	Lincoln Hall	143	Grade 7
IPAD	iPad Air Gen 9	2022	Lincoln Hall	134	Grade 6
DESKTOP	DELL	2020	Lincoln Hall	25	STEM Grade 6
DESKTOP	iMac	2016	Lincoln Hall	48	STEM Grade 7-8
TABLET	Galaxy Tab A	2016	Lincoln Hall	20	STEM
IPAD	iPad Air Gen 9	2022	Admin Ctr	15	Spare
	<b>LAPTOP TOTAL</b>	<b>IPAD TOTAL</b>	<b>STUDENT TOTAL</b>		
	345	1238	1208		

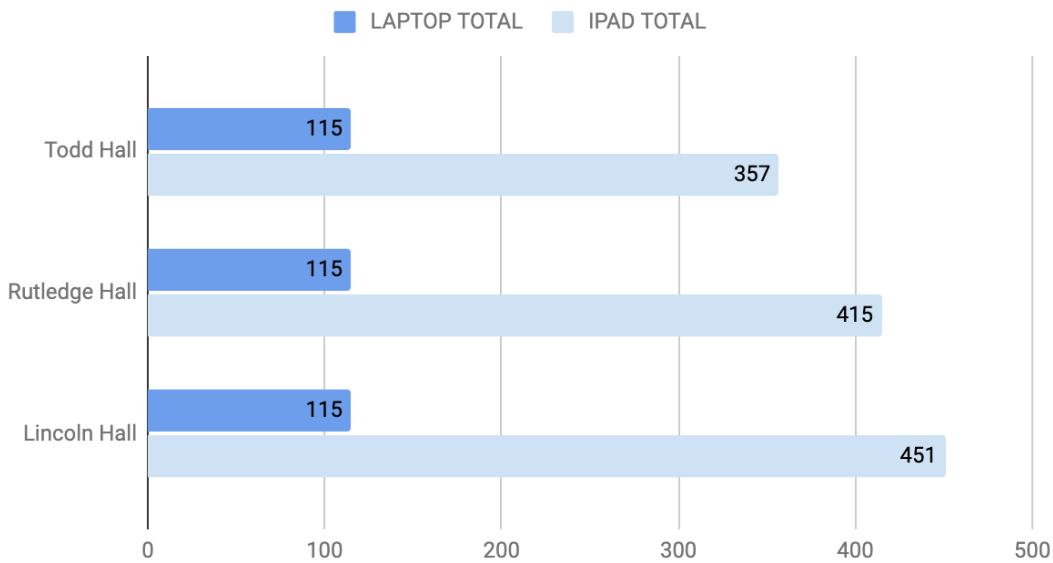
## 2022-2023 FUTURE STUDENT INVENTORY - Facts and Figures

	LAPTOP TOTAL	IPAD TOTAL	STUDENT TOTAL
Todd Hall	115	357	399
Rutledge Hall	115	415	386
Lincoln Hall	115	451	423

### Student / Equipment Totals



### Equipment Breakdown Total





Rutledge Hall Hardware Plans 2020-2021

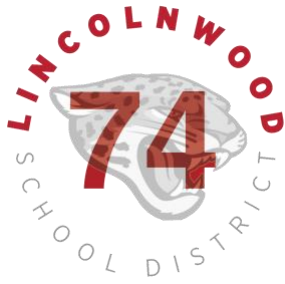
RH Student Computers	RH-Red #3096	RH-Orange #3125	RH-Yellow #3097	RH-Lime #3098	RH-Olive #4097	RHCOW1	RHCOW2	RH-Blue #7774	RH-Purple #7775	RH-Gray #7776	ELLCOW	RHCOW01- iPad	RHCOW02- iPad	RHCOW03- iPad #4098	3rd Grade	4th Grade	5th Grade	GATE	Library Media Center
Use	25 MB Airs Gr. 3	25 MB Airs Gr. 4	27 MB Airs Gr. 5	33 MB Airs LMC	13 Mix SpEd-GCK	7 Mix Speech-NK	25 iPads All/Gr. 3	25 iPads All/Gr. 4	25 iPads All/Gr. 5	20 Mix ELL-CW	20 iPads GATE-JL	14 Mix SPED-MM	11 Mix SPED-CS	7 MB Air 6 cismr	7 MB Air 6 cismr	7 MB Air 6 cismr	6 MB Air 2 cismr	Library	
<b>Current Use</b>	Laptops have been redistributed to 3rd and 4th Grade Classrooms for in-class use and lent to remote students. iPads have been redistributed to 5th Grade students as part of the 1:1 program and transferred to Todd Hall.																		
<b>Total for August 2021</b>														1:1 New iPad 32GB	1:1 New iPad 32GB			MacBook Air	
292														140	140			12	
<b>Total for August 2020</b>						MacBook Air	MacBook Air			MacBook Air	MacBook Air	MacBook Air	MacBook Air						
30						5	4			10			6	5					
<b>Total for August 2019</b>			MacBook Air	MacBook Air											used 2014 MB Air	used 2014 MB Air	used 2014 MB Air		
31			27	4											used	used	used		
<b>Total for August 2018</b>															4:1 New- iPad- 32GB			iMac Circulation	
1															430				1
<b>Total for August 2017</b>																	1:1 New iPad 32GB		
150																	150		
<b>Total for August 2016</b>	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	used 2012 MB Air	6 MB Air + 1 lockbox, used MB Air	used 2012 MB Air		1 iMac LMC Inst. + 9 MB Air lock box
225	25	25	15	14	8	3	25	25	25	25	10	20	8	6	used	6	used		10
<b>Total for August 2015</b>					MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	6/cismr MacBook Air	6/cismr MacBook Air	6/cismr MacBook Air	6/cismr MacBook Air
144					5	4					10		6	5	36	30	36	12	12

Lincoln Hall Hardware Plans 2020-2021

LH Student Computers	IPad 1:1 Incoming 6th Grade	LH COW Gr. 6	LH COW Gr. 7	LH COW Gr. 8A #1-13	LH COW Gr. 8B #14-30	LH-LMC-ICarts	LH-LIBCOWA #1-13	LH-LIBCOWB #14-30	SpEd COW-ARRA	ELL COW	LH-ScCOW1 (Gr. 7/8)	LH-ScCOW2 (Gr. 6)	Library Media Center	STEM 6	STEM 7	STEM Lab Orig. Gr. 8	Classroom Sub Laptops
3/9/21	1-to-1	tag 7585	tag 2755	tag 4188	tag 4189	tag 7518	tag 7590	tag 7591	tag 4191	tag 7525	no tag	no tag					
Total for August 2021	New iPad 32 GB Class of 24 130					Replace with Reused iPads used			MacBook Air	MacBook Air			MacBook Air				
143									10				3				
Total for August 2020	New iPad 32 GB Class of 23 140	MacBook Air	MacBook Air	MacBook Air	MacBook Air		MacBook Air	MacBook Air	MacBook Air		MacBook Air					Dell OptiPlex	
244			25	13	12			5	20		4					25	
Total for August 2019	New iPad 32 GB Class of 22 140	Macbook Air	MacBook Air		Macbook Air								iPad Keyboards for testing				Replace with Reused MacBooks as needed
165		5	5		5								60				used
Total for August 2018	New iPad 32 GB Class of 21 160												iMac Circulation Desk				
162																	
Total NEW for August 2017	New iPad 32 GB Class of 20 150	MacBook Air					MacBook Air	MacBook Air		MacBook Air	MacBook Air	8 MacBook Air + 9 used 2015					Used Staff MacBook Pro 2013
238		30					13	17			20	8+9=17					used 30

Total for August 2016	IPad Air 2 16GB Class of 19	MacBook Air	MacBook Air	MacBook Air	MacBook Air	Re-Use T/UXH iPad as Rentals	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air w/ Lock Box	iMac w/ Graphics cards	24 iMac w/ Graphics cards -8-24 Android Tablets-		
185	150					used							3	24	24		
Total for August 2015	IPad Air 1 16GB Class of 18 160	MacBook Air	MacBook Air	MacBook Air	MacBook Air		MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	MacBook Air	iPad Keyboards for testing		Vex Robotic Kits		Replace with Reused MacBooks as needed
284													70		-12		used





## Executive Summary Finance Committee Meeting

DATE: March 24, 2022

TOPIC: K-8 Social Studies Curricular Adoption

PREPARED BY: David Russo

### Recommended for:

- Action
- Discussion
- Information

### Purpose/Background:

The Board of Education approves all curricular adoptions.

The Administration recommends adoption of the *MyWorld Interactive for Illinois* program published by Savvas for grades K-2 and the *Impact* and *Voices and Perspectives* programs published by McGraw-Hill for grades 3-5 and 6-8 respectively. This recommendation replaces the *TCI Social Studies* program.

The *MyWorld Interactive for Illinois* program aligns with our K-2 literacy program, *ReadyGen*, both published by Savvas. Committee members felt this program combined balance of information depth, reinforcement of literacy skills, and activities to apply information in meaningful ways.

- Online materials are developmentally appropriate and young learners can navigate to them quickly
- Breadth of activities provides choice to differentiate the learning experience
- Read-aloud supports the literacy program, ties-in with other titles, and text can be read to students
- Program elements provide support for English Learner students and leveled readers support enrichment
- “Big” questions hook learners and set the stage for the remainder of the lesson
- “Quests” are standards aligned problem-solving/project-based activities, which culminate in a performance task
- Google Expeditions allow students to travel on virtual field trips

*Impact* and *Voices and Perspectives* are produced by the same publisher as the District’s middle school math and science programs and PK-5 math program. Through these experiences, we have come to know how students connect with the materials to build a foundation of content knowledge. Other embedded features within the programs include:

- A more content rich text allowing students to gain valuable background knowledge, spurring their curiosity, and helping them self-generate additional questions
- Programs build around a “Compelling Question” that frames student understanding
- Interactive texts/maps/charts/graphs provide deeper understanding
- Self-check quizzes assess learning for immediate, individualized feedback

- The programs are filled with research prompts, opportunities to evaluate sources, gather evidence, and complete evidence-based writing tasks (such as document-based questions). Students learn how to reach informed conclusions. These learning experiences allow students to apply their knowledge and practice reading comprehension, writing, and analytical skills
- Students are able to make connections between the past and present with a flexible curriculum that facilitates choice and remains current with regular content updates. For example, “The Living Library” provides an ever-expanding library of regularly updated resources. “Impact News” and “BTW” provide current events articles for students to engage with history as it is happening
- There are up to three Inquiry Activity Lessons focused on primary and secondary sources covering a wide range of voices and perspectives; provided by excerpts from interviews, magazine articles, poems, song lyrics, and photographs. Students build background knowledge, investigate information, and report their findings

District legal counsel reviewed the Terms from both Savvas and McGraw-Hill and found them to be acceptable.

**Selection Method:**

A Committee of 12 staff members representing grades K-8 has been meeting since September to arrive at this recommendation. Through a process of sample material review, lesson trial, Committee discussion, usage of a consistent multi-point rubric, and meetings with vendor representatives the Committee selected the *MyWorld Interactive for Illinois*, *Impact* and *Voices and Perspectives* as the programs members believe are best suited to meet the needs of our student population.

**Fiscal Impact:**

**6-Year Social Studies Adoption**

<u>Grade Level</u>	<u>Quantity</u>	<u>Teacher Materials</u>	<u>Costs</u>
MyWorld Interactive for Illinois – Grade K	125	7	\$8,007.19
MyWorld Interactive for Illinois – Grade 1	125	7	\$9,382.19
MyWorld Interactive for Illinois – Grade 2	105	7	\$8,310.76
Virtual Humanities Program Activation			\$500
Impact Social Studies Communities – Grade 3	120	7	\$8,730
Impact Social Studies Regions of U.S. – Grade 4	135	8	\$11,169.90
Impact Social Studies U.S. History – Grade 5	150	8	\$12,411
Voices and Perspectives – Grade 6	120	5	\$13,680
Voices and Perspectives – Grade 7	145	5	\$17,400
Voices and Perspectives – Grade 7	145*	5	\$17,400
Voices and Perspectives – Grade 8	150	5	\$18,000
Shipping and Handling			\$6,088.71
Total			\$131,079.75

Quantities are based on current enrollment projections for 2022-2023. Each subscription includes both print and digital materials for the duration of the adoption.

\*The 7<sup>th</sup> grade curriculum bridges the 6<sup>th</sup> and 8<sup>th</sup> grade time eras. There are elements of Western Civilization covered from 6<sup>th</sup> grade materials, as well as U.S. History out of the 8<sup>th</sup> grade text. Given this structure, the District provides 7<sup>th</sup> grade students with materials in both titles. This was the same organization during the previous six-year cycle.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to adopt the *MyWorld Interactive for Illinois* program for grades K-2 and the *Impact and Voices and Perspectives* programs for grades 3-5 and 6-8 respectively for the school years 2022-2023 through 2027-2028 in the amount of \$131,079.75.



Because learning changes everything.®

**QUOTE PREPARED FOR:**

Lincolnwood Sch Dist 74  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712  
ACCOUNT NUMBER: 169031

**SUBSCRIPTION/DIGITAL CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

**CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

**SALES REP INFORMATION:**

David Brackett  
david.brackett@mheducation.com  
(847) 902-7520

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<a href="#">MHE - 2023 Voices and Perspectives - Grade 6</a>	\$15,885.00	(\$2,205.00)	\$13,680.00
<a href="#">MHE - 2023 Voices and Perspectives - Grade 7</a>	\$39,300.00	(\$4,500.00)	\$34,800.00
<a href="#">MHE - 2023 Voices and Perspectives - Grade 8</a>	\$20,250.00	(\$2,250.00)	\$18,000.00
<b>PRODUCT TOTAL*</b>	<b>\$75,435.00</b>	<b>(\$8,955.00)</b>	<b>\$66,480.00</b>
<b>ESTIMATED S&amp;H**</b>			\$2,135.48
<b>ESTIMATED TAX**</b>			TBD
<b>GRAND TOTAL*</b>			<b>\$68,615.48</b>

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/15/2022  
QUOTE NUMBER: DBRAC-03152022-002

ACCOUNT NAME: Lincolnwood Sch Dist 74  
ACCOUNT #: 169031

EXPIRATION DATE: 04/29/2022  
PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>MHE - 2023 Voices and Perspectives - Grade 6</b>					
<b><u>Student Bundle</u></b>					
WH VOICES AND PRSPCTVS EARLY AGES STUDENT BUNDLE 6YR SUB	978-1-26-503727-7	120	\$114.00	\$0.00	\$13,680.00
<b>Student Bundle Subtotal:</b>				<b>\$0.00</b>	<b>\$13,680.00</b>
<b><u>Teacher Materials</u></b>					
WORLD HISTORY VOICES AND PERSPECTIVES EARLY AGES TEACHER EDITION	978-1-26-487178-0	5	\$120.00	\$600.00	*Free Materials
WORLD HISTORY VOICES AND PERSPECTIVES EARLY AGES TEACHER DIGITAL LICENSE 6Y SUB	978-1-26-488081-2	5	\$297.00	\$1,485.00	*Free Materials
WORLD HISTORY VOICES AND PERSPECTIVES EARLY AGES TOPIC TESTS AND LESSON QUIZZES	978-1-26-488082-9	5	\$24.00	\$120.00	*Free Materials
<b>Teacher Materials Subtotal:</b>				<b>\$2,205.00</b>	<b>\$0.00</b>
<b>MHE - 2023 Voices and Perspectives - Grade 6 Subtotal:</b>				<b>\$2,205.00</b>	<b>\$13,680.00</b>

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/15/2022  
QUOTE NUMBER: DBRAC-03152022-002

ACCOUNT NAME: Lincolnwood Sch Dist 74  
ACCOUNT #: 169031

EXPIRATION DATE: 04/29/2022  
PAGE #: 2



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>MHE - 2023 Voices and Perspectives - Grade 7</b>					
<b><u>Student Materials</u></b>					
WORLD HISTORY VOICES AND PERSPECTIVES STUDENT BUNDLE 6 YEAR SUBSCRIPTION	978-1-26-501741-5	145	\$120.00	\$0.00	\$17,400.00
U.S. HISTORY VOICES AND PRSPCTVS STDNT BUNDLE 6YR SUB	978-1-26-484964-2	145	\$120.00	\$0.00	\$17,400.00
<b>Student Materials Subtotal:</b>				<b>\$0.00</b>	<b>\$34,800.00</b>
<b><u>Teacher Materials</u></b>					
WORLD HISTORY VOICES AND PERSPECTIVES TEACHER EDITION	978-0-07-902053-6	5	\$129.00	\$645.00	*Free Materials
WORLD HISTORY VOICES AND PERSPECTIVES TEACHER DIGITAL LICENSE 6YR SUBSCRIPTION	978-1-26-421047-3	5	\$297.00	\$1,485.00	*Free Materials
WORLD HISTORY VOICES AND PERSPECTIVES TOPIC TESTS AND LESSON QUIZZES	978-1-26-487084-4	5	\$24.00	\$120.00	*Free Materials
UNITED STATES HISTORY VOICES AND PERSPECTIVES TEACHER EDITION	978-0-07-902279-0	5	\$129.00	\$645.00	*Free Materials
US HISTORY VOICES AND PERSPECTIVES TEACHER DIGITAL LICENSE 6YR SUBSCRIPTION	978-1-26-421050-3	5	\$297.00	\$1,485.00	*Free Materials
UNITED STATES HISTORY VOICES AND PERSPECTIVES TOPIC TESTS AND LESSON QUIZZES	978-1-26-489665-3	5	\$24.00	\$120.00	*Free Materials
<b>Teacher Materials Subtotal:</b>				<b>\$4,500.00</b>	<b>\$0.00</b>
<b>MHE - 2023 Voices and Perspectives - Grade 7 Subtotal:</b>				<b>\$4,500.00</b>	<b>\$34,800.00</b>

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/15/2022  
QUOTE NUMBER: DBRAC-03152022-002

ACCOUNT NAME: Lincolnwood Sch Dist 74  
ACCOUNT #: 169031

EXPIRATION DATE: 04/29/2022  
PAGE #: 3



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>MHE - 2023 Voices and Perspectives - Grade 8</b>					
<b><u>Student Bundle</u></b>					
U.S. HISTORY VOICES AND PRSPCTVS STDNT BUNDLE 6YR SUB	978-1-26-484964-2	150	\$120.00	\$0.00	\$18,000.00
<b>Student Bundle Subtotal:</b>				<b>\$0.00</b>	<b>\$18,000.00</b>
<b><u>Teacher Materials</u></b>					
UNITED STATES HISTORY VOICES AND PERSPECTIVES TEACHER EDITION	978-0-07-902279-0	5	\$129.00	\$645.00	*Free Materials
US HISTORY VOICES AND PERSPECTIVES TEACHER DIGITAL LICENSE 6YR SUBSCRIPTION	978-1-26-421050-3	5	\$297.00	\$1,485.00	*Free Materials
UNITED STATES HISTORY VOICES AND PERSPECTIVES TOPIC TESTS AND LESSON QUIZZES	978-1-26-489665-3	5	\$24.00	\$120.00	*Free Materials
<b>Teacher Materials Subtotal:</b>				<b>\$2,250.00</b>	<b>\$0.00</b>
<b>MHE - 2023 Voices and Perspectives - Grade 8 Subtotal:</b>				<b>\$2,250.00</b>	<b>\$18,000.00</b>

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EXPIRATION DATE: 04/29/2022  
PAGE #: 4



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**QUOTE PREPARED FOR:**

Lincolnwood Sch Dist 74  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712  
ACCOUNT NUMBER: 169031

**CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

VALUE OF ALL MATERIALS	\$75,435.00
FREE MATERIALS	(\$8,955.00)
<b>PRODUCT TOTAL*</b>	<b>\$66,480.00</b>
ESTIMATED SHIPPING & HANDLING**	\$2,135.48
ESTIMATED TAX**	TBD
<b>GRAND TOTAL</b>	<b>\$68,615.48</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

Comments:

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

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School Purchase Order Number: \_\_\_\_\_

\_\_\_\_\_  
Name of School Official (Please Print)

\_\_\_\_\_  
Signature of School Official

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Email: [orders\\_mhe@mheducation.com](mailto:orders_mhe@mheducation.com) | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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ACCOUNT #: 169031

PAGE #: 5



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**QUOTE PREPARED FOR:**

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6950 N EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712  
ACCOUNT NUMBER: 169031

**SUBSCRIPTION/DIGITAL CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

**CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

**SALES REP INFORMATION:**

David Brackett  
david.brackett@mheducation.com  
(847) 902-7520

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<a href="#">IMPACT 2020</a>	\$45,230.19	(\$12,919.29)	\$32,310.90
<b>PRODUCT TOTAL*</b>	\$45,230.19	(\$12,919.29)	\$32,310.90
ESTIMATED S&H**			\$1,477.63
ESTIMATED TAX**			TBD
<b>GRAND TOTAL*</b>			<b>\$33,788.53</b>

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

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QUOTE DATE: 03/03/2022  
QUOTE NUMBER: DBRAC-03032022-001

ACCOUNT NAME: Lincolnwood Sch Dist 74  
ACCOUNT #: 169031

EXPIRATION DATE: 04/17/2022  
PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>IMPACT 2020</b>					
<b>Grade 3</b>					
IMPACT SOCIAL STUDIES COMMUNITIES COMPLETE STUDENT 6 YEAR SUBSC BUNDLE GRADE 3	978-0-07-697601-0	120	\$72.75	\$0.00	\$8,730.00
IMPACT SOCIAL STUDIES OUR COMMUNITIES TEACHER EDITION GRADE 3	978-0-07-691381-7	7	\$142.14	\$994.98	*Free Materials
IMPACT SOCIAL STUDIES COMMUNITIES TEACHER CENTER 6 YEAR SUBSCRIPTION GRADE 3	978-0-07-698932-4	7	\$410.97	\$2,876.79	*Free Materials
<b>Grade 3 Subtotal:</b>				<b>\$3,871.77</b>	<b>\$8,730.00</b>
<b>Grade 4 - Illinois Specific</b>					
IMPACT SS ILLINOIS REGIONS OF US COMPLETE STUDENT 6 YEAR SUB BUNDLE GRADE 4	978-1-26-543070-2	135	\$82.74	\$0.00	\$11,169.90
IMPACT SOCIAL STUDIES REGIONS OF US TEACHER EDITION GRADE 4	978-0-07-691458-6	8	\$154.50	\$1,236.00	*Free Materials
IMPACT SOCIAL STUDIES ILLINOIS TEACHER CENTER 6 YEAR SUBSCRIPTION GRADE 4	978-1-26-542738-2	8	\$410.97	\$3,287.76	*Free Materials
<b>Grade 4 - Illinois Specific Subtotal:</b>				<b>\$4,523.76</b>	<b>\$11,169.90</b>
<b>Grade 5</b>					
IMPACT SOCIAL STUDIES US HISTORY COMPLETE STUDENT 6 YEAR SUBSC BUNDLE GRADE 5	978-0-07-697603-4	150	\$82.74	\$0.00	\$12,411.00
IMPACT SOCIAL STUDIES US HISTORY MAKING A NEW NATION TEACHER EDITION GRADE 5	978-0-07-691424-1	8	\$154.50	\$1,236.00	*Free Materials
IMPACT SOCIAL STUDIES US HISTORY TEACHER CENTER 6 YEAR SUBSCRIPTION GRADE 5	978-0-07-698940-9	8	\$410.97	\$3,287.76	*Free Materials
<b>Grade 5 Subtotal:</b>				<b>\$4,523.76</b>	<b>\$12,411.00</b>
<b>IMPACT 2020 Subtotal:</b>				<b>\$12,919.29</b>	<b>\$32,310.90</b>

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 Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/03/2022  
 QUOTE NUMBER: DBRAC-03032022-001

ACCOUNT NAME: Lincolnwood Sch Dist 74  
 ACCOUNT #: 169031

EXPIRATION DATE: 04/17/2022  
 PAGE #: 2



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**QUOTE PREPARED FOR:**

Lincolnwood Sch Dist 74  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712  
ACCOUNT NUMBER: 169031

**CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

VALUE OF ALL MATERIALS	\$45,230.19
FREE MATERIALS	(\$12,919.29)
<b>PRODUCT TOTAL*</b>	<b>\$32,310.90</b>
ESTIMATED SHIPPING & HANDLING**	\$1,477.63
ESTIMATED TAX**	TBD
<b>GRAND TOTAL</b>	<b>\$33,788.53</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

David Russo  
drusso@sd74.org  
(847) 675-8234

Comments:

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ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting [www.mheducation.com](http://www.mheducation.com) (or [www.mhecoast2coast.com](http://www.mhecoast2coast.com)).

School Purchase Order Number: \_\_\_\_\_

\_\_\_\_\_  
Name of School Official (Please Print)

\_\_\_\_\_  
Signature of School Official

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

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McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: [orders\\_mhe@mheducation.com](mailto:orders_mhe@mheducation.com) | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/03/2022  
QUOTE NUMBER: DBRAC-03032022-001

ACCOUNT NAME: Lincolnwood Sch Dist 74  
ACCOUNT #: 169031

EXPIRATION DATE: 04/17/2022  
PAGE #: 3



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

**Quote Number:** 179858-2  
**Quote Creation Date:** 03-08-2022  
**Quote Expiration Date:** 09-30-2022  
**Quote Release:** 2

## myWorld Interactive IL K-2 Price Quote Summary

Solution	Base Amount	Free Amount	Total
<b>Additional Social Studies Professional</b>	\$ 500.00		\$ 500.00
<b>myWorld Interactive K-5</b>	\$ 25,700.14	\$ 3,741.58	\$ 25,700.14
<b>Solution Subtotal</b>	<b>\$ 26,200.14</b>	<b>\$ 3,741.58</b>	<b>\$ 26,200.14</b>
	<b>Shipping &amp; Handling</b>		<b>\$ 2,475.60</b>
		<b>Total</b>	<b>\$ 28,675.74</b>

## Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
<b>Additional Social Studies Professional Development</b>						
<b>Additional Social Studies Professional Development ©2015 - Virtual Social Studies PD</b>						
0000000125104	VIRTUAL HUMANITIES PROGRAM ACTIVATION 2-HOURS	\$500.00	0	1	\$0.00	\$500.00
<b>Additional Social Studies Professional Development ©2015 - Virtual Social Studies PD Subtotal</b>						<b>\$ 500.00</b>
<b>Additional Social Studies Professional Development Subtotal</b>						<b>\$ 500.00</b>
<b>myWorld Interactive K-5</b>						
<b>MyWorld Interactive for Illinois ©2019 - Grade K</b>						
9780134923529	ELEMENTARY SOCIAL STUDIES 2019 ILLINOIS WORKTEXT 6-YEAR + DIGITAL COURSEWARE 6 YEAR GRADE K	\$51.97	0	125	\$0.00	\$6,496.25
9780134923574	ELEMENTARY SOCIAL STUDIES 2019 ILLINOIS TEACHER GUIDE GRADE K	\$187.97	5	2	\$939.85	\$375.94

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
<b>MyWorld Interactive for Illinois ©2019 - Grade K Subtotal</b>					<b>\$ 939.85</b>	<b>\$ 6,872.19</b>
<b>MyWorld Interactive for Illinois ©2019 - Grade 1</b>						
9780134923598	ELEMENTARY SOCIAL STUDIES 2019 ILLINOIS WORKTEXT 6-YEAR + DIGITAL COURSEWARE 6-YEAR GRADE 1	\$62.97	0	125	\$0.00	\$7,871.25
9780134923635	ELEMENTARY SOCIAL STUDIES 2019 ILLINOIS TEACHER GUIDE GRADE 1	\$187.97	5	2	\$939.85	\$375.94
<b>MyWorld Interactive for Illinois ©2019 - Grade 1 Subtotal</b>					<b>\$ 939.85</b>	<b>\$ 8,247.19</b>
<b>MyWorld Interactive for Illinois ©2019 - Grade 2</b>						
9780134923666	ELEMENTARY SOCIAL STUDIES 2019 ILLINOIS WORKTEXT 6-YEAR + DIGITAL COURSEWARE 6-YEAR GRADE 2	\$62.97	0	105	\$0.00	\$6,611.85
9780134923703	ELEMENTARY SOCIAL STUDIES 2019 ILLINOIS TEACHER GUIDE GRADE 2	\$187.97	4	3	\$751.88	\$563.91
<b>MyWorld Interactive for Illinois ©2019 - Grade 2 Subtotal</b>					<b>\$ 751.88</b>	<b>\$ 7,175.76</b>
<b>myWorld Interactive Social Studies K-5 ©2019 - Grade K</b>						
9780328973132	ELEMENTARY SOCIAL STUDIES 2019 TEACHER ACTIVITY GUIDE GRADE K	\$74.00	5	2	\$370.00	\$148.00
9780328991310	ELEMENTARY SOCIAL STUDIES 2019 STUDENT ACTIVITY MATS CLASS SET GRADE K/2	\$141.00	0	7	\$0.00	\$987.00
<b>myWorld Interactive Social Studies K-5 ©2019 - Grade K Subtotal</b>					<b>\$ 370.00</b>	<b>\$ 1,135.00</b>
<b>myWorld Interactive Social Studies K-5 ©2019 - Grade 1</b>						
9780328973149	ELEMENTARY SOCIAL STUDIES 2019 TEACHER ACTIVITY GUIDE GRADE 1	\$74.00	5	2	\$370.00	\$148.00
9780328991310	ELEMENTARY SOCIAL STUDIES 2019 STUDENT ACTIVITY MATS CLASS SET GRADE K/2	\$141.00	0	7	\$0.00	\$987.00
<b>myWorld Interactive Social Studies K-5 ©2019 - Grade</b>					<b>\$ 370.00</b>	<b>\$ 1,135.00</b>

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
<b>1 Subtotal</b>						
<b>myWorld Interactive Social Studies K-5 ©2019 - Grade 2</b>						
9780328973156	ELEMENTARY SOCIAL STUDIES 2019 TEACHER ACTIVITY GUIDE GRADE 2	\$74.00	5	2	\$370.00	\$148.00
9780328991310	ELEMENTARY SOCIAL STUDIES 2019 STUDENT ACTIVITY MATS CLASS SET GRADE K/2	\$141.00	0	7	\$0.00	\$987.00
<b>myWorld Interactive Social Studies K-5 ©2019 - Grade 2 Subtotal</b>					<b>\$ 370.00</b>	<b>\$ 1,135.00</b>
<b>myWorld Interactive K-5 Subtotal</b>					<b>\$ 3,741.58</b>	<b>\$ 25,700.14</b>
<b>Solution Subtotal</b>					<b>\$ 3,741.58</b>	<b>\$ 26,200.14</b>
<b>Shipping and Handling</b>						<b>\$ 2,475.60</b>
					<b>Total</b>	<b>\$ 28,675.74</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

**Professional Services:** All paid services must be scheduled and delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. MySavvasTraining, which provides online access to on-demand tutorials and interactive webinar sessions, is included with purchase of products (mySavvasTraining.com).

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*(Last updated: December 1, 2020)*

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**By (i) clicking any available “I Agree” checkbox or purchase or submit button on the Product checkout page or (ii) registering your user account, you accept and agree to be bound by these Consumer Purchase Terms. By accepting these Consumer Purchase Terms, you affirm that you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and that you will comply with these Consumer Purchase Terms in connection with your purchase and use of the Products.**

**1. MODIFICATIONS.**

We reserve the right to update and revise these Consumer Purchase Terms at any time. You will know if these Consumer Purchase Terms have been revised since your last visit to this website by referring to the “Last Updated” date at the top of this page; and we will endeavor to provide you with prior notice of any material changes by placing a notice on this website, communicating via email, or by some other means that are reasonably designed to inform you of the update. Your continued use of the Products after your receipt or the posting of notice of a change to these Consumer Purchase Terms will mean you accept and agree to be bound by the changes. You should review these Consumer Purchase Terms regularly for any changes.

**2. ORDER ACCEPTANCE.**

You agree that your order is an offer to buy, under these Consumer Purchase Terms, all Products listed in your order. We will not be obligated to sell the Products unless and until we accept your order. We may choose not to accept any orders in our sole discretion, in which case you will not be sold such Product and these Consumer Purchase Terms will not apply. After receiving your order, we will send you a confirmation email with your order number and details of the Products you have ordered, which serves as our acceptance of your order (“Order Confirmation”). Acceptance of your order and the formation of the contract of sale between McGraw Hill and you will not take place unless and until you have received your Order Confirmation.

**3. PRICES AND PAYMENT TERMS.**

All prices posted on our websites are subject to change without advance notice. The price charged for a Product will be the price posted on our website at the time the order is placed and will be set out in your Order Confirmation. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total amount due and will be itemized and displayed when Products are placed in your shopping cart and in your Order Confirmation. We are not responsible for pricing, typographical, or other errors and we reserve the right to cancel any orders arising from such errors.

We currently use third parties to process payments. Our third-party payment processors ("Payment Processor") accept payments through various credit cards, including Visa, MasterCard, American Express, and Discover, as detailed on the applicable payment screen. You must provide current, complete, and accurate payment information in order to complete a purchase. You should immediately contact your card issuer, and promptly notify us and change your password as soon as possible if your payment information is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as if your username or password is lost or stolen or you believe there has been unauthorized disclosure or use of your account.

**4. SHIPPING, DELIVERY, TITLE, AND RISK OF LOSS.**

We will arrange for shipment of the ordered and accepted Print Products to you through a third-party delivery service provider, and we will provide a shipment tracking number upon shipment of all or any part of your order. Shipping and delivery dates and times are estimates only and cannot be guaranteed, and we are not liable for any loss or damages caused by a delay in shipment. Print Product title and risk of loss pass to you upon the transfer of Print Products to the delivery service provider.

You are responsible for inspecting the package(s) upon delivery and must note any visible damage on the proof of delivery or other delivery receipt the carrier asks you to sign. McGraw Hill is not responsible for any visible shipping damage not noted on the delivery receipt.

**5. PRODUCT SUBSCRIPTIONS AND AUTO-RENEWALS.**

McGraw Hill offers a variety of Products, including software and services such as ALEKS Independent Use, on a subscription basis subject to auto-renewal. This means that your subscription will automatically renew for a given term as communicated to you in the manner described below without any further action taken by you. Auto-renewal ensures continued access to your Product until you cancel your subscription, with no need to keep track of renewal dates.

Subscription periods shall commence upon the date of your order of the applicable Product. We will automatically renew your subscription on the applicable renewal dates presented to you on the Product checkout page and set forth in your Order Confirmation, using the payment method you used to pay for the initial subscription, until you cancel your subscription. You must cancel your subscription before it automatically renews at the end of the then-current subscription period (or free trial if applicable) in order to avoid renewal charges. Subscription fees are subject to change, and you will be charged at the then-current published subscription fee for your term. You will be notified in advance of any changed subscription fees and will be provided the opportunity to cancel prior to your subscription automatically renewing at the new price. Your

access is conditioned upon timely payment of the applicable subscription fee. You will not have access to the relevant subscription Product beyond your then-current paid period if your subscription is cancelled, allowed to lapse, or terminated for non-payment. **YOU MAY BE SUBJECT TO TERMINATION FEES FOR CANCELLATION OF SUBSCRIPTIONS DURING THE TERM.**

You may cancel your subscription for a Product by following the directions for cancellation in your Order Confirmation or by signing into your account for that Product, visiting your account information page, and following the instructions for cancellation or opt out for auto-renewal, or by contacting [Customer Service](#). You may cancel a subscription at any time, but the cancellation will only become effective at the end of your current billing period (or free trial if applicable). **We do not offer refunds or credits if you cancel your subscription after your new billing cycle began.** If you cancel your subscription in the middle of a billing cycle, you will not receive a refund of any prepaid subscription fees. Cancellation will only take effect at the end of your current billing period (or free trial if applicable) and we will allow you to access the relevant subscription Product until your most recently paid-up subscription period ends, unless a specific subscription Product offers a different policy.

Please review your Order Confirmation for additional auto-renewal terms for your specific Product subscription, including renewal dates, cancellation methods, and any fees, such as early termination fees, that may apply in some circumstances for some subscriptions.

## 6. **RETURNS AND REFUNDS.**

Refunds are available from McGraw Hill only for items purchased directly from McGraw Hill. Products purchased from bookstores, online retailers or other third parties may not be returned to McGraw Hill.

To return a Product, you must follow the instructions listed on the applicable purchase confirmation for the Product or our [Return Policy](#), or visit our [Customer Service](#) site for directions before shipping any returnable Print Products.

Refunds are processed within approximately 10 business days of our receipt of your returned Product. Your refund will be credited back to the same payment method used to make the original purchase on this website. **WE DO NOT OFFER REFUNDS ON ANY PRODUCTS DESIGNATED AS NON-RETURNABLE.**

Except for Products purchased on an automatically renewing subscription basis or any Products designated on this site or in the applicable Product purchase process as non-returnable, we will accept a return of Products purchased directly from McGraw Hill using this website, for a refund of your purchase price, less the original shipping and handling costs (if any), provided your return is made within the specified time period applicable to such Product set forth in our [Return](#)

## Policy.

### *Print Products*

Print Products must be returned in new, unmarked, and saleable condition. You are responsible for all shipping and handling charges on returned Print Products. You bear the risk of loss during shipment.

### *Digital Products*

Downloadable digital products are not eligible for return once downloaded. Digital Products offered on a single-term subscription basis and purchased by you that are required by your institution (e.g., Connect, ALEKS) may be returned within 14 days of the date of purchase. Independent use subscriptions to Digital Products purchased for your personal supplemental use (e.g., redi, ALEKS MathReady) do not offer refunds for partially used subscription periods. Please visit our [Customer Service](#) site for further details. You may cancel a subscription to a Digital Product at any time by following the instructions set forth in your Order Confirmation, by signing into your account for that Product, visiting your account information page, and following the instructions for cancellation or opt out for auto-renewal, or by contacting [Customer Service](#). Subscriptions to Digital Products for one-month or shorter terms are non-refundable.

Digital Products offered on an automatically renewing subscription basis do not offer refunds or credits may be subject to additional terms governing returns and refunds, which will be made available to you on the Product checkout page and/or your Order Confirmation. Please be sure to review all terms posted on the Product checkout page or provided in an Order Confirmation.

## **7. PROMOTIONS AND DISCOUNTS.**

From time to time, McGraw Hill may offer certain promotions or discounts that may be redeemed in a purchase for Products, subject to certain exclusions or other restrictions as may be determined and communicated by McGraw Hill in its sole discretion. Only valid offer codes provided by McGraw Hill will be honored at checkout. Codes supplied or promoted by third parties unauthorized by McGraw Hill (including any unauthorized third-party websites) will not be considered valid. Each valid offer code is non-transferable and valid for single use on a Product as determined by McGraw Hill. Offer codes may not be combined, and you are limited to the use of a single offer code per order. McGraw Hill is not responsible for lost, stolen or corrupted codes or any unauthorized use of codes. McGraw Hill is not responsible for pricing, typographical, or other errors in any offers and reserves the right to cancel any orders arising from such errors. Offer codes cannot be redeemed for cash or any cash equivalent. The dollar value of any offer code will not be refunded or credited back if any or all of the Products are returned. Expiration dates may apply to each offer code. Offer codes are void if copied, transferred, sold, exchanged, or expired, and where otherwise prohibited.

Promotions may include introductory free trial subscriptions that automatically renew as paid subscriptions at the end of the relevant free trial period, as indicated on the Product checkout page and/or Order Confirmation. Please be sure to review all terms posted on the Product checkout page and/or provided in an Order Confirmation, including renewal dates, cancellation methods, and any fees that may apply.

**8. NOT FOR RESALE OR EXPORT.**

You agree that your Product purchase is for your own use, not for resale, export, re-export, or transfer. Your purchase is subject to, and you are responsible for, compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions ("Export Laws"). Your purchase may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to the Export Laws.

**9. THIRD-PARTY SERVICES.**

The Products may contain links or connections to third-party websites, services, or other technology provided by third parties that are not owned or controlled by us ("Third-Party Services"). When you access Third-Party Services, you accept that there are risks in doing so, and that we are not responsible for such risks. A Third-Party Service may include or be accompanied by a separate service, license, privacy policy, or other agreement ("Third-Party Agreement"), in which case that Third-Party Service is provided solely under the terms of that separate Third-Party Agreement. The applicable supplier of any Third-Party Service is an intended third-party beneficiary of these Consumer Purchase Terms and may enforce such terms directly against you with respect to such Third-Party Services. By using Third-Party Services, you release and hold us harmless from any and all liability arising from your use of any such Third-Party Service. If there is a dispute between users, or between users and any third party in relation to a Third-Party Service, we are under no obligation to become involved.

**10. INTELLECTUAL PROPERTY.**

We or our licensors own and retain all right, title, and interest in and to the Products, including all associated trademarks, copyrights, trade secrets, and other intellectual property rights. Nothing in these Consumer Purchase Terms transfers any such rights, title, or interest to you, and we reserve all rights not expressly granted to you. For clarity, the license restrictions in Section 3 of the Terms of Use shall apply to Digital Products.

During the time you have a valid license to access a McGraw Hill eBook, you may access your eBook on only one (1) web session if using the McGraw Hill browser reader application(i.e., no concurrent users allowed) or up to two (2) devices if using a McGraw Hill reader mobile application. Only one licensed user at a time may log in to an ALEKS account. Only one licensed user at a time may

log in to a Connect account. Up to five (5) concurrent login sessions are allowed for a validly licensed ConnectED account. The number of concurrent login sessions per licensed account for a Product may change from time to time in our sole discretion.

**11. DISPUTE RESOLUTION, BINDING ARBITRATION, AND CLASS ACTION WAIVER.**

*GOVERNING LAW.* These Consumer Purchase Terms and the relationship between you and McGraw Hill will be governed by the laws of the State of New York without regard to its conflict of law provisions.

*ARBITRATION.* You and McGraw Hill agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Products under the rules of the American Arbitration Association Rules for Arbitration of Consumer-Related Disputes, except with respect to disputes arising out of (i) violations of our intellectual property rights or (ii) individual claims made in small claims court. Any such arbitration will be conducted in New York County in the State of New York. You covenant not to sue McGraw Hill in any other forum. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration.

*CLASS ACTION WAIVER.* You agree that (i) no arbitration proceeding hereunder shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers; and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding.

You also acknowledge and understand that, with respect to any dispute arising out of or relating to your use and purchase of Products, or these Consumer Purchase Terms:

- YOU ARE GIVING UP YOUR RIGHT TO PURSUE YOUR RIGHTS IN COURT;
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION INVOLVING ANY SUCH DISPUTE; AND
- YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

12. Notwithstanding the foregoing, to the extent that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of New York.

This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Consumer Purchase Terms.

**13. FORCE MAJEURE.**

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Consumer Purchase Terms, for any failure or delay in our performance (including a delay in shipment or delivery of Products to you) under these Consumer Purchase Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, quarantines, lockdowns, lockouts, strikes or other labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

Click here to view [Terms of Service](#).

Click here for the Spanish language version of the [Terms of Use](#).

Click here to view [Return Policy](#).

# McGraw Hill Customer Privacy Notice

Please note that this notice applies to individuals who visit McGraw Hill commercial web sites or otherwise interact with us as customers via our web sites, social media, or at events. As a customer, you may also be an end user. Please be sure to review our End User Privacy Notice regarding our privacy practices for end user PII. Our commercial web sites, such as mheducation.com, are not intended for use by minors below the age of 13. Privacy information for users of our digital learning systems, including those under the age of 13, can be found under the appropriate tabs (End User and Parents).

McGraw Hill is a global organization. We follow privacy laws and regulations that are applicable to our company and our services in the areas where we do business. By accessing our web sites or otherwise providing your personal information to McGraw Hill, you acknowledge that we will process your PII in accordance with this notice.

## What is Personal Information?

Personally Identifiable Information, or PII, shall mean any information relating to an identified or identifiable natural person ("data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## What Personal Information do we collect?

We collect PII, such as contact information, education details, or payment information, in order to provide you with the product and/or service requested.

We, or our service providers on our behalf, collect PII and other information when you access and/or submit PII on one of our web sites or interact with us at an event. You are not required to provide PII; however, in order to use certain services, we may need to collect certain PII for that service to function properly (e.g., to finalize your purchase) or for us to provide you with requested information.

Depending on the service or transaction, the PII we collect includes information from the following categories:

1. Name, initials or white page information: On our consumer web sites, we collect your name, initials or contact information when you create an account or purchase a product on our online store. We also collect your email address. We also collect this information if you connect with us via your social media account as an existing or potential customer.
2. Payment card industry data such as credit card number, billing address, etc.: If you make an online purchase from us, in addition to your name, we collect payment information through a third party website, which includes billing and shipping addresses and credit card data to process your transaction.
3. Contests and Promotions: If you participate in a contest or promotion with McGraw Hill, we collect your name, contact information, and other information necessary to enter the contest or participate in the promotion.
4. Communications: If you choose to communicate with or receive communications from McGraw Hill via phone, text, chat, email, or any other platform for technical support, customer service, or other assistance, those interactions may be recorded and monitored to deliver the service or information requested by you.
5. Third Party Marketing Lists: McGraw Hill also purchases and rents marketing lists from various providers including event management companies and education non-profits.

We automatically collect computer metadata and content to provide, improve, and maintain our products and services.

When you visit or make transactions on our web sites, we automatically collect certain information from you through the use of cookies, web beacons or other tracking mechanisms. This includes information about your experience such as your IP address, operating systems, pages viewed, and time spent. This allows McGraw Hill to collect information about customer usage and online behavior to tailor marketing to areas that may be more appropriate for the customer.

Third parties also collect information automatically from you across websites and over time through the use of their own cookies, web beacons, and tracking mechanisms. This information is used to enable the functions of the site, as well as customize, maintain, and improve our web sites. You may disable cookies via your browser or third party mechanisms. However, some features of our services may not function properly without them. Third party cookies we use include:

- AddThis
- Adobe Test & Target
- Baidu
- DoubleClick

- Eloqua
- Google: Various including AdWord Conversion, Analytics, Tag Manager, etc.
- LivePerson
- Marketo
- Omniture

You can change your Web browser's Internet preferences to disable or delete cookies, although that may affect certain functions on this site. To learn how to manage your cookies, please follow the instructions for your specific browser. If you wish to opt out of the use of data collected on our site to send you targeted advertising during your visits to other websites, you should adjust your browser preferences to not accept cookies. As an alternative, the following websites will allow you to opt out of the multi-site cookies <http://www.aboutads.info/choices> or <http://youronlinechoices.eu/>.

## How do we use personal information?

We will use PII to provide the requested service or to process transactions such as information requests or purchases in order to meet our contractual obligations to you.

We will also process your PII to meet our legitimate interests, for example to personalize your experience and to deliver relevant content to you; to maintain and improve our services; to generate and analyze statistics about your use of the services; and to detect, prevent, or respond to fraud, intellectual property infringement, violations of law, violations of our rights or Terms of Use, or other misuse of the services.

Except as described in this notice, we limit the use, collection, and disclosure of your PII to deliver the service or information requested by you. We do not collect, use, or disclose PII that is not reasonably related to the purposes described within this notice without prior notification. Your information may be combined in an aggregate and de-identified manner in order to maintain and/or improve our services.

## Do we use personal information to market to you

Where we are permitted by law to do so, we will send electronic marketing communications to you as a customer, depending on your location, however you always have the option to change your marketing preferences.

Depending on your location, where legally permissible, McGraw Hill uses your PII to provide you with materials that we believe are of interest. This includes information from

the platforms on which you choose to communicate with us including email, social media accounts, mobile devices and apps, McGraw Hill websites including text/chat functions, and your shopping cart.

In some locations, such as the European Union, we will only send electronic marketing communications to consumers if you provide your consent, however such communications may still be sent directly to businesses without consent. In all instances, you may choose to change your marketing preferences at any time by completing our [Global Opt-Out Form](#), clicking the unsubscribe button in any marketing email you receive from us, or by contacting [McGraw Hill's Local Privacy Official](#).

McGraw Hill shares your information with third parties to provide you with marketing from us, however we will not share your PII with third parties for them to market to you on their own behalf.

Please note, whatever preferences you select for marketing, you may still receive some transactional emails related to the services or products you purchase or use.

## When do we share personal information?

In general, we only share your PII in order to provide, maintain, or improve our products or services, or respond to legal requests.

1. Co-branded/Other Web Sites and Features – We share your PII with third-party business partners for the purpose of providing services to you and to manage co-sponsored events. Those business partners will be given limited access to the PII that is reasonably necessary to deliver the service, and we will require that such third parties follow the same privacy and security practices as McGraw Hill.
2. Business Transfer – In the event of a sale, merger or acquisition, we will be able to transfer your PII to a separate entity. We will use commercially reasonable efforts to require this entity to use your PII only for authorized purposes and by authorized persons in a manner consistent with the choices customers have made under this notice, and that security, integrity, and privacy of the information is maintained.
3. Agents/Service providers – We hire other companies to perform certain business-related functions on our behalf and according to our instructions. We provide your PII to service providers that host our platform data in the cloud, for example, AWS.
4. Affiliates – McGraw Hill is a global corporation that consists of multiple organizations. We share your PII between organizations within McGraw Hill to provide, maintain, and improve our products and services. A list of the

companies within the McGraw Hill group is available at the following link: [Legal Entities List](#).

5. Law Enforcement – In the event that McGraw Hill receives a legal demand for customer data from a law enforcement agency, that request will only be honored if:
  1. The request complies with all laws and clearly establishes the legal need for disclosure.
  2. The request is related to a specific investigation and specific user accounts are implicated in that investigation.
  3. Whenever legally permissible, users shall receive notice that their information is being requested.

McGraw Hill reserves the right to disclose to third parties non-personally identifiable information about our users and their use of the McGraw Hill websites and related services. For example, McGraw Hill may disclose aggregate data about the overall patterns or demographics of the users of the McGraw Hill websites to third parties.

## What rights do you have around your personal information?

You have the rights to access, export, be informed about, rectify, object to the further processing of, restrict the processing of, and withdraw consent to the processing of, and erase your PII.

1. Access and rectification: We strive to ensure that information we have about you is accurate and current. You may obtain confirmation as to whether or not PII concerning you exists, regardless of whether PII has already been recorded, and to be communicated such information in a readily understandable form. If you want to review the PII you have provided to us, or believe that the information we have about you is inaccurate, you should make a request by following the instructions below.
2. Choice & Objection to processing: With limited exceptions, you may choose to change how we use your PII at any time by following the instructions below on making a request. However, if the PII is required in order to provide you with the service or process a transaction, you may not be able to opt-out without canceling the transaction or service. You may object, in whole or in part, on legitimate grounds, to the processing of your PII, even where such processing is relevant to the purpose of the collection. In addition, you may choose whether to share information about yourself and the use of our sites with third parties such

as social media sites. You can also choose whether to receive marketing messages from us (see your options in our “Do we use your PII to market to you?” section above) and you may object, in whole or in part, to such processing.

3. Restriction of processing: In specific cases (e.g., if you challenge the accuracy of the PII, while this is being checked), you can request a restriction on the processing of your PII, which can only be processed to file or defend claims.
4. Information: You may be informed a) of the source of the PII; b) of the purposes and methods of the processing; c) of the logic applied to the processing, if processing is carried out with the help of electronic means; d) of the identity of the data controller and data processors; and e) of the entities or categories of entities to whom the PII may be communicated and who may have access to such PII in their capacity as data processor(s) or person(s) in charge of the processing.
5. Data portability: You may request that we export your PII from our systems in a readily accessible file type. If completed, this means you will have received a copy of your PII that we have retained as a result of you doing business with McGraw Hill.
6. Withdraw consent: Where we are using your PII with your consent, you may withdraw your consent at any time, though this will not affect the lawfulness of our uses of your PII prior to the withdrawal.
7. Erasure: You may request erasure, anonymization or blocking of PII that have been processed unlawfully, including PII whose retention is unnecessary for the purposes for which it has been collected or subsequently processed, and will obtain certification to the effect that such operations, as well as their contents, have been notified to the entities to whom the data were communicated, unless this requirement proves impossible or involves a manifestly disproportionate effort. At your request, in such instances, we may therefore delete or de-identify your information. However, you should be aware that doing this may limit your use of our services. For example, if you request the deletion of your account within an ecommerce portal, you may be required to re-enter this information should you wish to make another purchase.

To exercise any of your data subject rights, you should fill in a [Data Request Form](#) or contact [McGraw Hill's Local Privacy Official](#).

## How do we protect personal information?

Our IT security team has established industry standard security measures to protect your PII from unauthorized access and use.

McGraw Hill takes reasonable precautions to protect your information. When you submit personal information via the website, your information is protected both online and off-line. McGraw Hill utilizes reasonable security measures to protect the security and confidentiality of your PII from unauthorized access and use.

## How long do we retain personal information?

We will retain your data for the minimum amount of time necessary to accomplish the purpose for which it was collected, and thereafter no longer than is permitted under McGraw Hill's data retention policies. We will retain and use your data as necessary to comply with our obligations, resolve disputes and enforce agreements.

For information on the retention period that applies, reach out to the Privacy Office by emailing [privacy@mheducation.com](mailto:privacy@mheducation.com) or calling +1-646-766-3199.

## When do we transfer personal information overseas?

McGraw Hill is a global organization. Depending on your location, and the product or service, your information may be stored and processed within secure data centers at one or many of our locations. McGraw Hill has committed to meeting the requirements of local data protection laws, including EU law, to the extent required. If your data is stored locally, then your local laws prevail.

We recognize and acknowledge current data protection laws in the European Union, Switzerland, and around the world. To comply with privacy laws in the European Union, we have implemented appropriate contracts for the international transfer of PII, on the basis of the standard contractual clauses approved by the European Commission and other international models as required by local law, to provide a legal mechanism for transferring data to McGraw Hill locations globally. For more information on the aforementioned model contracts and how to obtain a copy of the contract, please contact the Privacy Office at [privacy@mheducation.com](mailto:privacy@mheducation.com) or +1-646-766-3199.

# State Specific Contract Provisions

The following provisions are required by each State listed here. These provisions are incorporated into any and all agreements currently existing between McGraw Hill LLC ("McGraw Hill") and Subscriber. By entering into an agreement with McGraw Hill, Subscriber acknowledges and consents to the applicable provisions contained herein. It is the sole responsibility of Subscriber to comply with the appropriate requirements. If you have any questions or concerns, please send an email detailing your concern to [BidsandContracts@mheducation.com](mailto:BidsandContracts@mheducation.com).

## **Connecticut**

McGraw Hill agrees to comply with the following legal and statutory requirements required by Connecticut General Statute §§ 10-234.

All Subscriber Data (as defined in the [Terms of Service](#)) provided or accessed pursuant to this Agreement is not the property of, or under the control of, McGraw Hill.

Subscriber must have access to and the ability to delete any Subscriber Data in McGraw Hill's possession. Subscriber may request the deletion of Subscriber Data by submitting McGraw Hill's Privacy Request Form:

<https://www.mheducation.com/privacy/privacy-request-form>

McGraw Hill shall not use Subscriber Data for any purposes other than those authorized pursuant to this Agreement.

A student, parent or legal guardian of a student may review Personally Identifiable Information (as defined in the Terms of Service) concerning the student End User and correct any erroneous information, if any, in such Personally Identifiable Information, by Subscriber submitting McGraw Hill's Privacy Request

Form:<https://www.mheducation.com/privacy/privacy-request-form>.

McGraw Hill shall take actions designed to ensure the security and confidentiality of Subscriber Data.

The [McGraw Hill Data Privacy and Security Guidelines](#) contain a description of the procedures that McGraw Hill will follow to notify the local or regional board of education, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been a Security Incident (as defined therein).

Personally Identifiable Information concerning End Users shall not be retained by, or available to, McGraw Hill after the earlier of McGraw Hill's standard data retention period and (ii) Subscriber's written request to delete Personally

Identifiable Information concerning End Users unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with McGraw Hill for the purpose of storing student-generated content.

The parties shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

The laws of the State of Connecticut shall govern the rights and duties of the parties.

If any provision of this Agreement or the application of this Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application.

### **Illinois**

McGraw Hill agrees to comply with the following legal and statutory requirements required by Illinois Compiled Statutes 105 ILCS 85/15.

1. McGraw Hill's [End User Privacy Notice](#) contains a list of the categories or types of Personal Information to be provided to McGraw Hill.
2. The product or service being provided to Subscriber by McGraw Hill may be found in the applicable purchase order.
3. Pursuant to the federal Family Educational Rights and Privacy Act of 1974, McGraw Hill is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which Subscriber would otherwise use employees, under the direct control of Subscriber, with respect to the use and maintenance of Personal Information, and is using the Personal Information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under the Illinois Student Online Personal Protection Act, without permission from Subscriber or pursuant to court order.
4. If a breach is attributed to McGraw Hill, any legally required, actual, documented costs and expenses incurred by Subscriber in investigating and remediating the breach will be reimbursable by McGraw Hill, which may include Subscriber's costs for: providing any legally required notification to parents, providing legally required credit monitoring to student End Users, legal fees, audit costs, fines, and any other fees or damages imposed against Subscriber as a result of McGraw Hill's security breach, and providing other legally required notifications or fulfilling any other requirements adopted by the State board or state or federal laws.
5. McGraw Hill must delete or transfer to Subscriber all Personal Information if the Personal Information is no longer needed for the purposes of the written agreement after the earlier of McGraw Hill's standard data retention period and (ii) Subscriber's written request that the Personal Information is no longer needed for the purposes of

the written agreement. Subscriber may submit such request by submitting McGraw Hill's [Privacy Request Form](#).

6. If Subscriber maintains a website, Subscriber must publish its written agreement with McGraw Hill on Subscriber's website. If Subscriber does not maintain a website, Subscriber must make its written agreement with McGraw Hill available for inspection.

# Terms of Service

If you are outside the United States and access McGraw Hill products or services serving regions outside the United States, please go to our [Terms of Service for International Platforms](#).

THESE TERMS OF SERVICE, together with the [Terms of Use](#) and the [Privacy Notice](#), form a legal agreement (the "Agreement") between McGraw Hill LLC or its applicable subsidiaries or affiliates ("McGraw Hill", "we" or "us") for the Services defined below and the educational institution, company, or organization ("You" or the "Subscriber") entering into this Agreement and identified on the registration page of Your subscription contract for the Services (the "Registration Page"), where applicable. This Agreement also governs Your use of the Solution (as defined below).

**These Terms of Service apply after clicking "I accept" in any available checkbox, by placing an order and paying for the Solution, by registering to use and then using the Solution, and/or by executing the Registration Page, where applicable. By accepting these Terms of Service, You affirm that You are at least 18 years of age, that You agree to these Terms of Service, the Terms of Use, and Privacy Notice and You will comply with such terms in connection with Your use of the Solution. You agree that (i) You are an employee, director, or agent of Subscriber; (ii) You have confirmed that Subscriber has agreed to be bound to these Terms of Service, the Terms of Use, and Privacy Notice; and (iii) Subscriber has authorized You to use the Solution on its behalf.**

## 1. THE SOLUTION.

McGraw Hill has developed a web-based solution (the "Solution") that enables users to access certain online products and services ("Services") and related courses, content and information (together with the Services, the "McGraw Hill Content") offered by McGraw Hill through our website (the "Website") by purchasing a subscription. McGraw Hill hereby grants Subscriber a non-exclusive, non-transferable license to access and use the Solution, and allow each administrator, faculty member, and student enrolled by Subscriber (each a designated "End User") to access and use the Solution, through the Website, solely for educational purposes. End Users may access the Solution and the McGraw Hill Content in accordance with an access method offered by McGraw Hill and selected by Subscriber. All End Users other than K-12 students will be required to agree to the [Terms of Use](#) in order to access the Solution and the McGraw Hill Content. Payments of applicable fees to McGraw Hill are due within thirty (30) days of the date of invoice unless otherwise agreed to in writing.

**2. ADDITIONAL TERMS.**

All use of the Solution and McGraw Hill Content is subject to this Agreement and any additional terms agreed to by the parties in connection with the Solution and McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the McGraw Hill Content.

**3. ADDITIONAL SERVICES.**

McGraw Hill may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber. Any professional services to be provided by McGraw Hill to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between McGraw Hill and Subscriber.

**4. APPLICABLE PRIVACY LAW.**

Subscriber is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). "Personally Identifiable Information", or "PII", shall mean any information relating to an identified or identifiable natural person (a "data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. McGraw Hill acknowledges that in the course of Subscriber's use of the Services, End Users' Personally Identifiable Information may be disclosed to McGraw Hill. McGraw Hill agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. McGraw Hill acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, McGraw Hill agrees that under Applicable Privacy Law, officers, employees, and agents of McGraw Hill who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to McGraw Hill. McGraw Hill and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services.

McGraw Hill shall enable Subscriber to maintain compliance with Applicable Privacy Law in connection with Subscriber's use of the Solution. For further information about McGraw Hill's data privacy and security practices, please read our Privacy Notice.

**5. SUBSCRIBER DATA.**

All information concerning Subscriber ("Subscriber Data") and Personally Identifiable Information concerning End Users shall belong to Subscriber and shall be considered Confidential Information of Subscriber subject to the terms and conditions of this Agreement. Subscriber assumes sole responsibility for: (a) providing any notices and obtaining any consent needed to the extent required under COPPA or other Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users' parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.

**6. MCGRAW HILL USE OF SUBSCRIBER DATA.**

As a service provider to Subscriber, McGraw Hill will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Privacy Law to protect the confidentiality, security, and integrity of Personally Identifiable Information and Subscriber Data received by McGraw Hill in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that McGraw Hill has the right to use the Personally Identifiable Information and Subscriber Data collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personally Identifiable Information and Subscriber Data will be used by McGraw Hill for Research Purposes only in the aggregate and so that the privacy of the individual's Personally Identifiable Information will be maintained.

**7. LOCATION OF SERVICES.**

We own, control and operate the Solution from our offices in the United States. We do not represent that materials on the Solution or the Website are appropriate or available for use in other locations. Subscribers who access the Solution from outside the U.S. are responsible for compliance with local laws, if and to the extent local laws are applicable.

**8. OWNERSHIP.**

No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber is permitted to access and use the Solution, McGraw Hill Content and any other materials provided hereunder only as expressly

set forth in these Terms of Service. Subscriber is not permitted and shall have no right to use the Solution or McGraw Hill Content for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, McGraw Hill's right, title, and interest in the Solution and McGraw Hill Content.

1. Before using any content or materials in the Solution or McGraw Hill Content designated as "open", OER, or available for public use, you should review the governing licensing restrictions associated with such content or materials. No rights of any kind are granted by McGraw Hill to use such content or materials outside of the Solution.
2. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant McGraw Hill the right to make such third-party content available to End Users in the same manner and to the same extent as the McGraw Hill Content provided in the Solution, and that such third-party content will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options may be presented through the user upload interface available on the Solution which shall be in addition to, and not in lieu of, these Terms of Service.

**9. RESTRICTIONS ON USE.**

Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution or McGraw Hill Content; (b) decompiling, reverse engineering or disassembling the Solution or McGraw Hill Content, (c) distributing or disclosing the Solution or McGraw Hill Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or McGraw Hill Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or McGraw Hill Content.

**10. TERM AND TERMINATION.**

This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations, for which McGraw Hill may terminate this Agreement immediately), McGraw Hill may terminate this Agreement on five (5) business days' prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing McGraw Hill with no less than thirty (30) days' prior written notice or (b) ceasing all access to the

Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, McGraw Hill may terminate this Agreement on at least sixty (60) days prior written notice.

**11. EFFECT OF TERMINATION OR EXPIRATION.**

Subscriber's permission to use the Solution and McGraw Hill Content shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution or McGraw Hill Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 14 ("Liability"), 15 ("Indemnification") and Section 16 ("Miscellaneous").

**12. CONFIDENTIALITY.**

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personally Identifiable Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) only disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know" basis; provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

**13. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.**

Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. MCGRAW HILL DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION, THE MCGRAW HILL CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MCGRAW HILL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF

TRADE. WITHOUT LIMITING THE FOREGOING, MCGRAW HILL MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (ii) THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MCGRAW HILL, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that McGraw Hill may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

**14. LIABILITY.**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MATERIALS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent the foregoing exclusion of liability is not permitted under applicable law, McGraw Hill's liability in such case will be limited to the greatest extent permitted by law.

**15. INDEMNIFICATION.**

McGraw Hill shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. To the extent permitted by law, Subscriber shall indemnify, defend and hold harmless McGraw Hill and its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by McGraw Hill hereunder.

## 16. MISCELLANEOUS.

The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Subscriber has entered into a separate written agreement with McGraw Hill regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of McGraw Hill, which consent McGraw Hill may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

Click here to view [Terms of Use](#).

Click here for the Spanish language version of the [Terms of Service](#).

# McGraw Hill Terms of Use

*(Last updated: January 2020)*

These terms and conditions (the "Terms of Use") apply to all web sites and applications (collectively, the "Sites") owned and operated by McGraw Hill LLC or one of our affiliated companies ("McGraw Hill" or "us" or "we"). By registering for or otherwise using any of our Sites or Services (as defined below), or accessing any content or material that we make available through the Services or Sites, you agree to these Terms of Use. You may also agree to these Terms of Use by signing or entering into an ordering document with McGraw Hill that incorporates these Terms of Use. These Terms of Use, our [Privacy Notice](#) which is hereby incorporated by reference, and any ordering document form a legally binding agreement between you and McGraw Hill (collectively, this "Agreement"). We reserve the right, at our discretion, to change these Terms of Use in the future.

If you do not agree to this Agreement, you may not access or otherwise use the Sites or the Services.

You may use the Services only if you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and can form legally binding contracts under applicable law. If you are under 18 or the legal age of majority in your jurisdiction, your educational institution, parent, or guardian must agree to these Terms of Use on your behalf.

## **1. PROPRIETARY SERVICES FOR REGISTERED USERS.**

McGraw Hill operates electronic platforms/systems including web and mobile applications that enable students, instructors, and administrators of educational institutions to access and use certain online products and services offered by McGraw Hill (collectively and including any subsequent versions of such platforms/systems and applications, the "Services") through our Sites. The material on our Sites include general non-proprietary information available to all users of our Sites, but in order to access and use the Services you will be required to register on our Sites or through your educational institution. If you register to use the Services on behalf of your educational institution, you will be

required to agree to additional terms and conditions in connection with the registration process (the "Terms of Service").

**2. USER INFORMATION, COPPA.**

During the course of using the Services, we may ask you to share certain personal information in order for us to provide you with the Services. Our Privacy Notice describes our policies around collecting, using, and maintaining the privacy of your personal information. You acknowledge and agree that between you and McGraw Hill, only you are responsible for the accuracy and content of your personal information, and you agree to keep it up to date.

In accordance with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of their educational institution or the child's parent or guardian. If an educational institution with students that are under thirteen (13) years of age uses our Services, the educational institution may also provide us with personally identifiable information about its students. We use student information to provide the Services to the educational institution and its students, consistent with our Privacy Notice.

**3. INTELLECTUAL PROPERTY.**

During the applicable term of your subscription for Services, subject to the payment of any fees in any applicable subscription agreement and subject to compliance with these Terms of Use and any other agreement governing your use of the Services, McGraw Hill grants you a limited, non-exclusive and non-transferable license to access and use the Services over the Internet via the Site provided for the Services for your own internal use for educational purposes only. McGraw Hill is the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the "Trademarks") on our Sites and is the owner or licensee of the content and/or information on our Sites. Your use of our Sites does not grant to you a license to any content or materials you may access on our Sites, unless otherwise expressly provided in these Terms of Use or the Terms of Service. You may not use any Trademark displayed on our Sites without our prior written consent or prior written consent of the third-party that owns any other trademarks.

**4. ACCESS TO MCGRAW HILL CONTENT.**

We may provide you with access to content and information related to the Services (the "McGraw Hill Content"). Your use of McGraw Hill Content is subject to these Terms of Use as well as any additional terms you agree to in connection with such McGraw Hill Content and/or posted on the Site for the McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. You are responsible for

maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You may not share or distribute to a third party any screen name or password for accessing the Services or the McGraw Hill Content. You may access and use materials from the Services and/or the McGraw Hill Content only for your own research or study.

**5. RESTRICTIONS ON USE.**

Only you are to access the Services and/or the McGraw Hill Content using your username or password. If your license includes access to eBooks, during the time you have a valid license you may access your eBook on only one (1) web session if using the McGraw Hill eReader (i.e., no concurrent uses allowed) or two (2) devices if using McGraw Hill's Read Anywhere mobile application. If we have reason to believe you have shared your password information or access to your account or have used the Services in violation of the provisions herein, we may suspend or terminate your account and refuse any and all current or future use of the Services. You agree that you will not otherwise copy, transmit, rent, forward, lend, sell, or modify any materials from the Services and/or the McGraw Hill Content or modify or remove any proprietary notices contained therein, or create or enable the creation of derivative works based thereon. You may not use any robot, spider, other automatic device or program or manual process to access, monitor, copy or reproduce the Services or the McGraw Hill Content. You may not engage in systematic retrieval of content from the Services or the McGraw Hill Content to create or compile, directly or indirectly, a collection, compilation, database or directory. You may not disseminate any portion of the Services or the McGraw Hill Content through electronic means, including mail lists or electronic bulletin boards. You may not reverse engineer the Services, nor circumvent, disable, or otherwise interfere with any technical and/or other limitations, including without limitation security-related features. You acquire no right, title or interest in any McGraw Hill content except for the limited access license granted to you, and McGraw Hill reserves all rights in the McGraw Hill Content.

**6. COMMUNICATIONS TO MCGRAW HILL.**

Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential information or personally identifiable information. Please refer to the Privacy Notice with regard to how we handle your personal information. By e-mailing us or otherwise providing content to us, or posting content to the Sites or the Services including but not limited to feedback, questions, comments, suggestions, and the like (collectively, "User Content"), you agree to be bound by our [User Content Submission Agreement](#) and we may use any non-personally identifiable ideas, concepts, know-how, or techniques

contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information. You own the rights to anything you post to the Sites or the Services, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all non-personally identifiable submissions you provide to us, in any media now known or hereafter devised.

The Site or Services may permit you to upload third-party content for use with the Site or Services ("Service Uploads"). You represent and warrant that prior to providing any upload you will have all necessary rights to provide the Service Uploads, and that your Service Uploads will not infringe any third-party rights, including any intellectual property or proprietary rights. You grant McGraw Hill the right to make your Service Uploads available to licensed end users in the same manner and to the same extent as the McGraw Hill Content provided in the applicable Service. Additional terms and options for Service Uploads may be presented through the applicable upload interface available on the Site offering the Service which shall be in addition to, and not instead of, these Terms of Use.

#### **7. COMMUNITY GUIDELINES.**

In using the Sites or Services, you agree you will not: (a) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (b) post advertisements or solicitations of business; (c) impersonate another person; (d) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant McGraw Hill all of the license rights granted herein; (e) submit material that is unsuitable for minors in any country; or (f) submit material that is malicious or destructive in nature, or contain a virus or other computer programming routine or engine that is intended to damage or otherwise interfere with any system, data, or information. McGraw Hill does not and cannot review all User Content or Service Uploads and is not in any manner responsible for such content. McGraw Hill reserves the right, but has no obligation, to refuse to post, block or remove communications or materials for any reason in its sole discretion. McGraw Hill may terminate your access to our Sites and/or the Services to prevent further posting or distribution of any communications or materials, and McGraw Hill may, but is not obligated to, report any of your communications or materials to your educational institution.

**8. NO WARRANTIES.**

WE AND OUR LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES, MCGRAW HILL CONTENT OR THE SERVICES. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITES, THE MCGRAW HILL CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. MCGRAW HILL IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. MCGRAW HILL RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

**9. EXTERNAL WEBSITES.**

Our Sites may contain links to third-party applications or websites ("External Websites"). These links are provided only as a convenience to you and not as an endorsement by us of the content on such External Websites. When you access an External Website, McGraw Hill has no control over its content, applications, or services. We do not make any representations regarding the accuracy, quality, or accessibility of any External Website or its content or materials. McGraw Hill disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

**10. INDEMNIFICATION.**

You agree to defend, indemnify, and hold harmless McGraw Hill and our officers, directors, employees, successors, licensors, service providers, and assignees from and against any claims, actions, demands, liabilities, losses, damages, costs and expenses including, without limitation, reasonable legal and accounting fees, arising from or relating to your breach of this Agreement or your access to, use, or misuse of the McGraw Hill Content, our Sites, or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

**11. LIABILITY.**

IN NO EVENT WILL MCGRAW HILL OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA,

LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MCGRAW HILL CONTENT, SITES, THE SERVICES, OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MCGRAW HILL CONTENT, THE SITES, OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THE FOREGOING EXCLUSION OF LIABILITY IS NOT PERMITTED UNDER APPLICABLE LAW, MCGRAW HILL'S LIABILITY IN SUCH CASE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**12. INFRINGEMENT NOTIFICATION.**

We respect the intellectual property rights of others, and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, McGraw Hill, 2 Penn Plaza, New York 10121. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

**13. COMPLIANCE WITH APPLICABLE LAWS.**

We control and operate our Sites from our offices in the United States of America. We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

**14. TERMINATION OF THE AGREEMENT.**

We reserve the right in our sole discretion, to restrict, suspend, or terminate your use or access to any of the Services, McGraw Hill Content, and/or our Sites and/or discontinue any portion, feature, or content of the Services, McGraw Hill Content, our Sites, or this Agreement at any time and for any reason without prior

notice or liability. If you violate these Terms of Use McGraw Hill may, but is not obligated to, report any such violation of these Terms of Use to your educational institution. When reasonably feasible, we will make reasonable efforts to provide notice of significant changes to the Services to end users with active licenses to use the Services.

**15. MISCELLANEOUS.**

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the "Termination of the Agreement" provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications to McGraw Hill," "No Warranties," "Indemnification," "Liability," "Compliance With Applicable Laws," "Termination of the Agreement," and "Miscellaneous." Our failure to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Click here to view [Terms of Service](#).

Click here for the Spanish language version of the [Terms of Use](#).

Click here to view [Return Policy](#).

# User Content Submission Agreement

*Last modified January 2020*

**For the avoidance of doubt, these Terms do not apply to any data submitted to or collected by McGraw Hill in connection with the educational or instructional use of our products and services by customers, students, and/or educational institutions.** By submitting your content to McGraw Hill LLC or its affiliates ("McGraw Hill", "we" or "us"), including articles, comments, photos, videos, and all content, media, materials and information ("User Content") you publish through any social media platform, any of our applications, or directly to the entire McGraw Hill website ("Site") or services, you are representing that you accept and agree to these Terms and the terms of McGraw Hill's [Terms of Use](#) and [Privacy Notice](#) and that you will comply with all of the requirements of each policy, and that you are at least eighteen (18) years of age. In addition, to the extent your User Content is displayed on the Site or in connection with any of our services, you also will be subject to any additional terms of use, agreements, guidelines or rules provided by McGraw Hill applicable to such Site and services and you hereby agree to be bound by such other terms, agreement, guidelines or rules. If you do not agree to these Terms, you should not submit User Content.

You also agree to the following:

As between you and us, you represent that you own all User Content, or have the rights and permissions to give us the license described herein. You hereby grant us permission and an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, reproduce, display, copy, distribute, publish, perform, sublicense, translate, create derivative works from, make available and otherwise exploit all User Content you provide to us, including but not limited to on our webpages and social media pages and in any and all other customer communications, marketing, promotional and advertising initiatives, including for commercial purposes, and in any media now known or hereafter devised. By submitting the User Content you agree to also allow us to feature personal information in connection with any use of your User Content, such as your name, voice, likeness, photograph, username, social media handle, accompanying text, location and other identifying information; however, we have no obligation to attribute any authorship in the User Content to you. Information you submit with User Content is subject to our [Privacy Notice](#). The foregoing licenses shall survive termination of these Terms for any reason. If you do not agree to the collection,

use and disclosure of your personal information in this way, please do not provide us with personal information. These licenses will survive the termination of these Terms and your use of the Site.

You agree you will not submit any User Content that is not in accordance with the Community Guidelines in our [Terms of Use](#). McGraw Hill reserves the right but not the obligation to remove, to not accept or to not transmit User Content that we deem to be in violation of our Terms. User Content does not reflect the views of McGraw Hill, and we are not responsible or liable for or in connection with any User Content. If you believe any content, including User Content, residing on the Site or services or displayed or used in connection with the services infringes any person's or entity's copyright rights, please refer to our [Terms of Use](#).

We may display advertisements in connection with your User Content or on pages where your User Content may be viewed by you or others, and we may use your User Content to advertise and promote McGraw Hill. No payment, royalty or compensation of any kind, or permission, notification or attribution, is due to you or to anyone else for our use of your User Content. Any User Content submitted to us through a social media service must be submitted in accordance with all terms and conditions of the applicable social media service. You are responsible for your registration, use, and any costs related to your use, of any third party service used to submit User Content, and McGraw Hill will not have any responsibility therefor.

You hereby release McGraw Hill from any and all claims of any rights, encumbrances, liens, claims, demands, actions or suits which you may or can have in connection with your User Content, including, without limitation, any and all liability for any permitted use or nonuse of your User Content, claims for defamation, libel, slander, invasion of privacy, right of publicity, emotional distress or economic loss. You also forever waive and relinquish all moral rights now or hereafter recognized in connection with your User Content and the rights granted to McGraw Hill hereunder. You represent and warrant that your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party. You agree to indemnify and hold us and our affiliates, and each of their respective employees and officers, harmless from any demands, loss, liability, claims or expenses (including reasonable attorneys' fees), made against us by any third party arising out of or in connection with our use and exploitation of your User Content.

## **Rules for Promotions**

Any sweepstakes, contests, challenges, surveys, raffles or other promotions (collectively, "Promotions") made available through the Site or otherwise may be governed by specific rules that are separate from these Terms. If you participate in any Promotion, please review the applicable rules as well as our [Privacy Notice](#) as by participating in the Promotion you will become subject to its applicable rules which may vary from these Terms. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

Click here to view [Terms of Service](#).

Click here for the Spanish language version of the [Terms of Use](#).

Click here to view [Return Policy](#).



## Executive Summary Finance Committee Meeting

DATE: March 24, 2022

TOPIC: 2022-2023 Northwest Evaluation Association (NWEA) Renewal

PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

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

Northwest Evaluation Association (NWEA) provides the Measures of Academic Progress (MAP) testing program. The District has used this assessment to measure student growth and achievement, set individual student goals, and recommend students for District programming over the past several years. Given the unique application of this product in the District, use of another vendor's product was not considered at this time.

The District's Legal Counsel reviewed the Master Subscription Agreement and found the renewal to be acceptable. Counsel noted the Master Subscription Agreement is identical to the current Agreement and it contains all of the custom changes the District previously requested. Therefore, Counsel suggested the following language continue to be incorporated into the documentation:

*This Schedule A is subject to the Custom Master Subscription Agreement between the parties effective May 7, 2020 (the "Agreement"). By signing this Schedule A you agree you have read, understand, and agree to the terms of the Agreement.*

Counsel went on to note that the Privacy and Security for PII page contains the necessary information to comply with the Student Online Personal Protection Act (SOPPA), including the disclosure of the types of student information that is potentially being collected, their use and disclosure practices, security practices, and parent access.

**Fiscal Impact:**

The annual subscription rate is \$15,687. For the 2021-2022 school year, the rate was \$14,525. The District intends to include this subscription fee in the budget for the Elementary and Secondary School Emergency Relief (ESSER) III grant.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the Contract with NWEA for MAP testing services in the amount of \$15,687 for the 2022-23 school year.



## Schedule A

# SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	02/08/2022
License Start Date:	07/01/2022	Quote Number:	00056498
License End Date:	06/30/2023	Partner ID:	9188
Prepared By:	Amber Garcia-Atkins	Contact Name:	David Russo
Phone:	(971) 200-7442	Phone:	(847)675-8234
Email:	amber.garcia.atkins@nwea.org	Email:	drusso@sd74.org
Bill To Name:	Lincolnwood SD 74	Ship To Name:	Lincolnwood SD 74
Bill To Address:	6950 N East Prairie Lincolnwood, IL 60712	Ship To Address:	6950 East Prairie Road Lincolnwood, IL 60712

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth K-12	\$14.50	\$13.50	1,162	\$15,687.00	-\$1,162.00

Quote Discount	-\$1,162.00
Quote Subtotal	\$15,687.00
Estimated Tax	\$0.00
<b>Grand Total</b>	<b>\$15,687.00</b>

### Notes

This Schedule A is subject to the Custom Master Subscription Agreement between the parties effective May 7, 2020 (the 'Agreement'). By signing this Schedule A you agree you have read, understand, and agree to the terms of the Agreement.

### Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.



**Signature**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Title \_\_\_\_\_

## MASTER SUBSCRIPTION AGREEMENT

### LINCOLNWOOD SCHOOL DISTRICT #74

This Agreement is between NWEA, an Oregon nonprofit public benefit corporation, and **Subscriber** and is effective as of the Effective Date.

The parties agree as follows:

1. **Definitions.** In this Agreement, capitalized words have the following meanings:
  - 1.1 **Agreement:** means this master subscription agreement including applicable Schedule(s) and Supplemental Terms.
  - 1.2 **Assessment Data:** means deidentified student assessment data and results, and other metadata, including but not limited to, testing response times, scores (e.g. goals, RIT, overall RIT, etc.), NCES codes, responses, item parameters, and item sequences that result from the Services. Assessment Data is considered deidentified when a reasonable person in the school community without personal knowledge of the relevant circumstances could not identify the student with reasonable certainty.
  - 1.3 **Assessment System:** means, to the extent included in an applicable Schedule, the following assessment, reporting and administration systems: (i) Measures of Academic Progress® (MAP®); (ii) Skills Navigator®; or Children's Progress Academic Assessment™ (CPAA™). Assessment System excludes Subscriber's operating environment and any other systems not within NWEA's control.
  - 1.4 **Content:** means test items, including images, text, graphs, charts, and pictures.
  - 1.5 **Directory Information:** means identifying information contained in a Student Education Record, such as a student's name, address, gender, grade level, and birth date and place, and parents' names, mailing addresses, electronic mail addresses, and telephone numbers.
  - 1.6 **Documentation:** means documentation made available to Subscriber by NWEA, which includes technical manuals, but excludes any marketing materials or brochures.
  - 1.7 **Effective Date:** means the last date set forth on the signature page.
  - 1.8 **FERPA:** means the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.
  - 1.9 **GRD:** means the Growth Research Database containing Assessment Data that are linked to Student Education Records. The GRD is used to generate norming studies and other research reports that Subscriber and all other subscribers receive.
  - 1.10 **Legal Order:** means a valid order issued by a court or governmental agency of competent jurisdiction.
  - 1.11 **NWEA Confidential Information:** means all NWEA Content, test scripts, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Services, including updates, enhancements, modifications, and improvements that are proprietary and confidential and contain trade secrets.
  - 1.12 **Reporting:** means reports, the Learning Continuum (learning statements that provide an instructional starting point for teachers), and scoring.

1.13 **Schedule:** means one or more applicable order schedules or other order documents, including, upon renewal, any confirmation page listing generated by NWEA's online account renewal portal. Schedule(s) may be provided as a separate attachment to the same email from which this Agreement is sent.

1.14 **Security Breach:** means an unauthorized acquisition of or unauthorized use of Student Education Records. For the avoidance of doubt, unauthorized acquisition of or unauthorized use of Directory Information shall not be deemed a Security Breach.

1.15 **Services:** means certain assessments, Content, Documentation, product training, professional development, Reporting, scoring, Software, and other services as set forth in an applicable Schedule.

1.16 **Software:** means (i) any web-based or client-server software made available to Subscriber by NWEA; (ii) a lockdown browser sublicensed through NWEA from a third party that facilitates access to the Services; (iii) NWEA software that supports client server assessments; and (iv) any other software set forth in the Supplemental Terms.

1.17 **Student Education Record:** means personally identifiable records of Subscriber's students that are protected by FERPA and any applicable state law.

1.18 **Subscriber:** means the Board of Education of Lincolnwood School District No. 74.

1.19 **Supplemental Terms:** means the Services-specific terms that are attached hereto as Exhibit A. Any modification or amendment to the Supplemental Terms located at <http://legal.nwea.org/supplementalterms.html> that is made during the term of this Agreement shall not apply to this Agreement.

1.20 **Systems Administrator:** means the Subscriber-designated individual who, within the Assessment System, is authorized to: (i) modify assessment preferences for Subscriber; (ii) create and modify user profiles for roles including lead roles (i.e. data administrator, assessment coordinator); and (iii) declare testing complete for Subscriber.

2. **Grant of License.** NWEA grants to Subscriber a nonexclusive, nontransferable, limited license to access, use, display, and install or download a copy, as needed, of the Software solely for Subscriber's internal use. The license is effective for a period of 1 year commencing on the date NWEA makes the Software available to Subscriber, unless otherwise specified in an applicable Schedule. The Services extend only to the quantity of students licensed as indicated on an applicable Schedule. Subscriber acknowledges there are limitations on the number of test events per academic year by assessment type pursuant to the Supplemental Terms.

3. **Protection from Unauthorized Use or Access.** Subscriber shall not: (a) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services; (b) exploit for any commercial purposes any portion of the Services, in particular the Content and Reporting, or permit use of the Services by anyone not employed or under the control of Subscriber; (c) remove any proprietary notices or labels on the Services; (d) use the Services in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Content or other work protected by the copyright laws of any jurisdiction. Subscriber shall use reasonably secure measures to prevent unauthorized use (e.g., copying test items) by its end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services. Subscriber will deactivate and remove from any equipment under its control any prior versions of the Services.

4. **Ownership.** The Services are owned by NWEA and are copyrighted and offered through this Agreement to Subscriber, except certain Software is sublicensed from a NWEA supplier. All right, title, and interest in the Services and all copies, updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of either: (i) the source giving rise to the intellectual property; or (ii) despite any modifications or adaptations made for the benefit of Subscriber. The Services, and all updates, enhancements, modifications, and improvements, are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of NWEA's trade or service marks. Additionally, NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA to use, without restriction or royalty obligation, any comments, suggestions, or

contributions provided by Subscriber with respect to the Services. Subscriber grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

5. **NWEA Confidential Information.** Subscriber shall keep NWEA Confidential Information strictly confidential subject to Subscriber's state public records law, if applicable. Subscriber shall not use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose Confidential Information: (i) to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure; and (ii) as required by applicable federal, state, or local law, regulation, or a Legal Order. NWEA understands and acknowledges that Subscriber is a public body subject to the Illinois Freedom of Information Act and that Subscriber is obligated to release certain information pursuant to requests under said Act. When practicable, Subscriber will make a reasonable effort to notify NWEA of any requests under said Act that would require Subscriber to disclose NWEA's Confidential Information. Accordingly, any release of information pertaining to the Agreement, specifically including NWEA Confidential Information, pursuant to a Freedom of Information request shall not be a breach of this Agreement.

6. **Student Education Records.**

6.1 **Use of Student Education Records.** Pursuant to its Student Education Records policy, Subscriber shall comply with any required parental and guardian consents for NWEA to provide Services to Subscriber under this Agreement. NWEA and Subscriber acknowledge that NWEA will have access to Directory Information and will create and maintain Student Education Records. NWEA shall have policies and practices to secure and keep Student Education Records confidential. Except as permitted under this Agreement, NWEA shall not (i) use Student Education Records for targeted student advertising; or (ii) resell or otherwise disclose to third parties any Student Education Records that NWEA creates or obtains during its performance under this Agreement without the written consent of Subscriber. Subscriber grants permission to NWEA and its contractors that have executed confidentiality agreements to use Student Education Records for maintaining, supporting, and troubleshooting the Services. NWEA shall ensure that its contractors and subcontractors that are provided access to Student Information maintain at least the same level of security over access to the Student Information as NWEA maintains and that such contractors and subcontractors are subject to the same terms and conditions as NWEA under this Agreement with regard to maintenance and use of Student Education Records.

6.2 **Subscriber's Ownership of Student Education Records.** Student Education Records (excluding Assessment Data) are and will remain the property of Subscriber and under Subscriber's control. NWEA shall not sell or attempt to re-identify any of the Assessment Data or Student Education Records without Subscriber's written permission.

6.3 **Requests for Disclosure of Student Education Records.** Except as otherwise described in this Section, NWEA shall not redisclose Student Education Records until Subscriber consents in writing to the redisclosure. If NWEA receives a request from a state educational agency or other third party for Student Education Records, NWEA shall notify Subscriber in writing.

7. **FERPA.** NWEA shall comply with the requirements of FERPA with respect to its maintenance of the Student Education Records. In accordance with FERPA, NWEA may itself, through its employees or contractors: (i) maintain and use Student Education Records to perform the Services for the Subscriber; and (ii) to use deidentified Student Education Records to improve its Services; and (iii) disclose Assessment Data to third parties for legitimate educational research provided such third parties execute confidentiality agreements. Subscriber is responsible for any notices to parents required under FERPA and for providing parents and guardians with an opportunity to inspect and challenge the contents of a Student Education Record. If NWEA receives a request from a parent or guardian challenging the content of a Student Education Record maintained by NWEA, NWEA shall contact Subscriber to validate the identity of the parent or guardian and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct erroneous the Student Education Record as directed by Subscriber in writing.

8. **Illinois School Students Records Act.** In addition to its obligation to maintain Student Education Records in accordance with FERPA, NWEA shall also maintain all Student Education Records obtained from Subscriber in accordance with the *Illinois School Student Records Act* (105 ILCS 10/1). Further, the disclosure of any

Student Education Records under this Agreement is being allowed to develop, validate or administer predictive tests, and provide reporting of test results and in such regard, NWEA agrees: (i) it will not disclose any Student Education Records to any individual other than to representatives of NWEA that have a legitimate interest in such information; (ii) it will gather Student Education Records in a manner that only permits representatives of NWEA that have a legitimate interest in such information access thereto; (iii) that it will notify Subscriber that the Student Education Records will be destroyed because it is no longer needed for the purposes for which it was gathered or as otherwise required under this Agreement, and that it will destroy the Student Education Records within sixty (60) days' of receipt of Subscriber's written confirmation that the Student Education Records may be destroyed; and (iv) it shall only use the Student Education Records to develop, validate or administer predictive tests and provide reporting and other Services to Subscriber.

9. **GRD.** Subscriber authorizes NWEA to use Student Education Records in the secure GRD to provide research related Services to Subscriber. Such research Services include longitudinal studies, alignment studies, and norming studies. For additional fees, Subscriber may also order MAP Insight Growth Reports and other research reports. NWEA will handle Student Education Records in a manner that protects student anonymity. The authorization for use of Student Education Records in the GRD commences on the Effective Date or upon the date that Subscriber used or ordered Services, whichever is earlier. NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Agreement survive the termination or expiration of this Agreement and any renewals. As described in Section 16 (Termination and Remedies), NWEA will maintain Student Education Records after expiration or termination of this Agreement for Subscriber's access to Reporting and research related Services and to validate the authenticity of data in such Reporting. Notwithstanding anything in this Section or the Agreement to the contrary, NWEA shall not retain any Student Education Records from Subscriber beyond the term of this Agreement or any renewal thereof. If NWEA receives Subscriber's written request to opt out of participation in the GRD, NWEA will deidentify Student Education Records in the GRD. As a result of opting out of the GRD, certain research reports are unavailable to Subscriber due to the inability to accurately link student data with research data. Subscriber's written request must be sent via email to [legalservices@nwea.org](mailto:legalservices@nwea.org) and include the following: (i) requestor's name, title and contact information; (ii) the name of requesting school or entity with NCES #; (iii) a request to deidentify Student Education Records in the GRD; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request.

10. **Security and Privacy Obligations.**

10.1 **Subscriber Responsibilities.** Subscriber is solely responsible for configuring role-based access to Student Education Records within the Assessment System and for ensuring the security and availability of Subscriber's own computers, computer networks, and internet connections, including security patches, choice of browser, and browser configuration settings to be used with the Assessment System, email, and other transmissions. Subscriber acknowledges that its Systems Administrator controls the access and security points of the Assessment Systems. Annually, Subscriber shall remove any inactive Systems Administrators and confirm to NWEA the names of its active Systems Administrators. The Assessment System may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices.

10.2 **NWEA Responsibilities.** Subject to the limitations of warranty set forth in Section 19 (Limited Warranty) of the Agreement, NWEA shall maintain the necessary and appropriate privacy and data security controls to secure Student Education Records. NWEA has and shall maintain commercially reasonable policies and procedures and trains appropriate staff members to secure and maintain the confidentiality of Student Education Records. NWEA has and shall maintain an incident response program that specifies the actions to be taken when NWEA detects a Security Breach. In accordance with applicable state law, NWEA shall notify Subscriber in writing, without unreasonable delay, if NWEA reasonably suspects that there has been a Security Breach, and that the Security Breach has exposed Subscriber's Student Education Records to a third party. In the event of a Security Breach, Subscriber shall cooperate fully with NWEA so that NWEA can comply with its notification obligations to the affected parent(s), legal guardian(s) or eligible student(s) or any other parties for which notification by NWEA is required under applicable state law.

11. **Fees and Taxes.** Unless Subscriber is a tax-exempt entity, Subscriber shall pay the fees set forth on the applicable Schedule. Subscriber is solely responsible for any personal property taxes or local licensing fees related to or resulting from NWEA's delivery of Services under this Agreement.

12. **Billing and Payment.** Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber. NWEA shall send an invoice based on the applicable Schedule to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at [accountsreceivable@nwea.org](mailto:accountsreceivable@nwea.org) for wire transfer instructions. If Subscriber overestimates the number of students tested, NWEA is not obligated to refund any fees. If, however, Subscriber underestimates the number of students tested, NWEA may submit an amended invoice to capture the additional students tested, and Subscriber shall pay the variance within 30 days of the amended invoice date.

13. **Amendments and Renewals.** Notwithstanding anything to the contrary, terms of any purchase orders or written authorizations issued by Subscriber or any other communications which are additional to or inconsistent with this Agreement are not binding unless NWEA expressly assents to such terms in writing. Such renewals and expansions are governed by this Agreement (including all NWEA order forms). The conditions of payment described in Sections 11 (Fees and Taxes) and 12 (Billing and Payment) apply to all renewals and expansions. Subscriber shall make all payments under this Agreement to NWEA.

14. **Product Training.** If Subscriber is new to the Services, Subscriber's teachers and staff administering the Services must participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to Web-based or Client Server MAP). Before testing commences, Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training. If Subscriber experiences staff change that affects the administration of the Services, Subscriber shall promptly notify NWEA in writing. NWEA may require Subscriber to send any new staff to introductory NWEA product training.

15. **Publicity.** Subscriber consents to NWEA's use of and references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.

16. **Termination and Remedies.** This Agreement remains in effect until terminated in accordance with this Section. Either party may terminate by providing the other party thirty (30) days written notice of its intent to terminate for convenience. NWEA may terminate immediately without prior notice to Subscriber upon Subscriber's breach of this Agreement. Upon any termination, except for cause by Subscriber's breach, NWEA shall refund any prepaid fees made by Subscriber. NWEA may seek any legal or equitable remedy available against Subscriber for breach of the terms of this Agreement, including without limitation, injunctive relief and specific performance. After termination or expiration of the Agreement, NWEA shall allow Subscriber to continue to access Reporting, unless Subscriber notifies NWEA in writing to deidentify the Student Education Records. Upon request of Subscriber, NWEA shall return all of Subscriber's Student Education Records in its possession and delete any copies thereof. Subscriber acknowledges that NWEA will retain use of Assessment Data for research and improvement of products and services.

17. **Support.** NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services. Subscriber acknowledges that the validity and accuracy of the Reporting depends upon the accuracy and completeness of the class roster file Subscriber submits.

18. **Scheduled Maintenance.** NWEA has system maintenance periods throughout the year that affect Subscriber's use of the Services, including Subscriber's ability to (i) upload or download student and test data; (ii) access Reporting; or (iii) interact with any of NWEA's websites. NWEA will provide notice of regularly scheduled maintenance when Subscriber enrolls in the NWEA Status Page. NWEA may perform emergency maintenance at any time without advance notice.

19. **Limited Warranty.** NWEA warrants, during the subscription period, that the Assessment System, as delivered by NWEA and when used in accordance with the Documentation and the terms of this Agreement, will substantially perform in accordance with the Documentation. If the Assessment System does not operate as warranted and Subscriber has provided written notice of the non-conformity to NWEA within thirty (30) days of discovery of such non-conformity, NWEA shall at its option (i) repair the Assessment System; (ii) replace the Assessment System with a system of substantially the same functionality; or (iii) terminate the license to the non-conforming Assessment System and provide Subscriber a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated license measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Assessment System resulting from (a) use of the Assessment System in a manner not in accordance with the Documentation except as otherwise authorized in writing by NWEA; (b)

modifications or enhancements to the Assessment System made by or on behalf of Subscriber except as otherwise authorized in writing by NWEA; (c) combining the Assessment System with products, software or devices not provided by NWEA; (d) improper or inadequate maintenance of Subscriber's own computers, computer networks, operating environment, security programs, and internet connections; or (e) computer hardware malfunctions, unauthorized repair, accident, or abuse.

20. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 19 (LIMITED WARRANTY), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE OR USE; (iii) QUALITY; (iv) PRODUCTIVENESS; OR (v) CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SERVICES IS ERROR-FREE. EXCEPT AS PROVIDED HERE, THE ENTIRE RISK AND LIABILITY ARISING OUT OF USE OF THE SERVICES REMAINS WITH SUBSCRIBER. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) RESULTING FROM ANY ACTION OR INACTION OF SUBSCRIBER OR ANY THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS. NWEA CANNOT CONTROL PERFORMANCE OF SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPEND IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NWEA SHALL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

21. **Limitation.** THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT IS NWEA LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NWEA'S ENTIRE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE SERVICES IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THIS LIMITATION ALSO APPLIES TO NWEA'S DEVELOPERS AND SUPPLIERS OF THE SERVICES AND IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE.

22. **Indemnification.**

22.1 **Intentionally Deleted.**

22.2 **By NWEA.** Subject to Section 21 (Limitation), NWEA shall (i) defend Subscriber against any claims made by an unaffiliated third party that the Assessment System infringes its US patent, copyright, or trademark; and (ii) pay the amount of any resulting adverse final judgment against Subscriber (after any appeals) or settlement to which NWEA consents. Subscriber must notify NWEA promptly in writing of the claim. Subscriber must also give NWEA sole control over its defense and settlement. Subscriber shall provide NWEA with reasonable assistance in defending the claim. NWEA's obligations under this Section will not apply to the extent the claim (or adverse final judgment) is based on: (i) Subscriber using the Assessment System after NWEA has informed Subscriber to discontinue use due to such a claim; (ii) the combination or use of the Assessment System with non-NWEA information, data, or materials except as otherwise authorized in writing by NWEA; (iii) modification of the Assessment System except as otherwise authorized in writing by NWEA; or (iv) use of NWEA's trademark(s) without express written permission. If NWEA receives information about a claim under this Section related to the Assessment System, NWEA may do any of the following, at its discretion and expense: (i) procure the right to continue its use; (ii) replace it with a functional equivalent; (iii) modify it to make it non-infringing (if NWEA does this, Subscriber will stop using the allegedly infringing Assessment System immediately); or (iv) terminate this Agreement. Notwithstanding anything to the contrary, NWEA's commitment under this Section is Subscriber's exclusive remedy for third-party infringement and trade secret misappropriation claims. Nothing in this section obligates NWEA to indemnify Subscriber from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Subscriber, its officers, employees, or agents. In addition to the indemnification obligations in this Section, and subject to Section 21 (Limitation), NWEA shall also defend and indemnify Subscriber from any claims made by an unaffiliated third party resulting from NWEA's data breach or unauthorized disclosure of Student Education Records.

23. **Miscellaneous.**

23.1 **Force Majeure.** Neither party is liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial dispute, act of nature, computer crime including denial of service attacks, epidemic, act or omission of a third-party vendor or supplier, equipment failure, public enemy of government, failure of telecommunications, system malfunction, or other casualty.

23.2 **Waiver and Severability.** Waiver of any default or breach under this Agreement by NWEA or Subscriber does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, the parties intend that the remainder of this Agreement nevertheless remains in full force and effect. Upon a determination that any term or provision is illegal or unenforceable, the court may modify this Agreement to effect the original intent of the parties as closely as possible.

23.3 **No Third-party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

23.4 **Survival.** The following sections survive any termination or expiration of this agreement or the termination of any license granted under this agreement: 1 (Definitions); 3 (Protection from Unauthorized Use or Access); 4 (Ownership); 5 (NWEA Confidential Information); 6 (Student Education Records); 7 (FERPA); 9 (GRD); 10 (Security and Privacy Obligations); 18 (Scheduled Maintenance); 19 (Limited Warranty); 22 (Indemnification); and 22 (Miscellaneous).

23.5 **Entire Agreement; Order of Precedence.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. If there is a conflict among any of the terms of this Agreement, the parties intend that it be resolved by giving precedence to Agreement documents in the following order (i.e. the earlier listing governing the later): (i) any Supplemental Terms to the extent related to Services described in an applicable Schedule; (ii) this Agreement without any Schedules or Supplemental Terms; (iii) the most recent Schedule; followed by (iv) any other Schedules in reverse chronological order.

23.6 **Assignment.** Subscriber may not assign this Agreement to any third party without the prior written consent of NWEA, which consent shall not be unreasonably withheld.

23.7 **Binding.** This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

23.8 **Merger or Sale of NWEA.** If either (i) NWEA and a third party merge; or (ii) NWEA is sold to a third party, then the surviving or resulting entity shall maintain the Student Education Records in accordance with this Agreement, if the entity is subject to this Agreement.

23.9 **Representation of Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party.

23.10 **Notices.** Any notice required under this Agreement shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (d) delivered by email to an email address designated by the recipient, or (e) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

**Address for Notices to NWEA:**

NWEA  
121 NW Everett Street  
Portland, OR 97209  
Email: legalservices@nwea.org

**Address for Notices to Subscriber shall be sent to the address set forth in Subscriber’s signature box below.**

23.11 **Controlling Law and Venue.** Unless the law of the jurisdiction where Subscriber is domiciled requires otherwise, the parties intend that this Agreement be construed and controlled by the laws of the State of Illinois, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and does not apply to this Agreement. Any litigation arising out of this Agreement must be conducted in courts located in Cook County, Illinois.

23.12 **Attorney Fees.** If any lawsuit is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim may recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

23.13 **Counterparts.** The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

23.14 **Vendor Status and Independent Contractor.** NWEA provides Services within its normal business operations and operates in a competitive environment. The Services constitute a vendor relationship, as defined by OMB Circular A-133 and, therefore, any monies to pay for this Agreement are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees are Subscriber’s employees. Nothing contained in this Agreement creates or implies an agency relationship, joint venture, or partnership between the parties.

23.15 **Compliance with Laws.** In providing the Services, NWEA agrees to comply with all applicable laws rules and regulations.

23.16 **Insurance.** During the term of this Agreement and any renewal thereof, NWEA shall maintain a cyber-liability insurance policy insuring data breaches. Subscriber shall be named as an additional insured on such policy. Any damages limitations in this Agreement shall not apply to Subscriber in its capacity as an additional insured.

**NWEA:**

**SUBSCRIBER** name and address:

Board of Education of Lincolnwood School District  
No. 74, Cook County, Illinois  
6950 N. East Prairie Rd.  
Lincolnwood, IL. 60712

DocuSigned by:  
  
By: \_\_\_\_\_  
Geri Cohen, EVP & CFO

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 3/5/2020  
\_\_\_\_\_

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

## EXHIBIT A Supplemental Terms

(Note: all capitalized terms not defined in the supplemental terms below have the meanings ascribed to them in the Master Subscription Agreement)

### **Learning Continuum & DesCartes: A Continuum of Learning (collectively, the "Learning Statements")**

By using the Learning Statements, Subscriber agrees to the following:

If the Learning Statements are downloaded to Subscriber's organization or school district via a secure password protected intranet or private workspace, it may reproduce the Learning Statements without NWEA's express written permission provided: (i) the use is for non-commercial purposes only; (ii) Subscriber does not modify any information or image; (iii) access is password protected and is limited only to Subscriber's authorized agents; and (iv) Subscriber includes the copyright notice contained in the Learning Statements, as applicable. Subscriber shall not use the Learning Statements as a basis for alignment to any third-party products or services. If Subscriber conducts unauthorized alignments, it shall hold NWEA harmless and indemnify NWEA from any claims or lawsuits that arise from its alignment. NWEA only supports the Learning Statements in their original format. NWEA is not obligated to support any changes to the Learning Statements made by Subscriber or any third party.

### **Keeping Learning on Track™ (KLT™)**

By using Keeping Learning on Track™ (KLT™) and associated materials (the "KLT Materials"), Subscriber agrees to the following:

Notwithstanding anything to the contrary in the Agreement, Subscriber shall pay NWEA in full for all KLT Materials prior to NWEA delivering them to Subscriber. Consistent with Section 3, Protection from Unauthorized Use or Access, of the Master Subscription Agreement, no part of the KLT Materials may be reproduced, adapted, or transmitted in any form or by any means. However, Subscriber may reproduce those pages of the KLT Materials that include a legend that permits reproduction. Subscriber shall purchase individual copies of the KLT Materials for each participant in the program. NWEA disclaims responsibility for any actions or recommendations that Subscriber makes based on the KLT Materials.

### **Power of Teaching®**

By using Power of Teaching® professional development program and associated materials (the "PofT Materials"), Subscriber agrees to the following:

Notwithstanding anything to the contrary in the Agreement, Subscriber shall pay NWEA in full for all PofT Materials prior to NWEA delivering them to Subscriber. Consistent with Section 3, Protection from Unauthorized Use or Access, of the Master Subscription Agreement, no part of the PofT Materials may be reproduced, adapted, posted online or transmitted in any form or by any means for any commercial use or use by third parties without prior written permission from NWEA; provided, however, Subscriber may reproduce the PofT Materials solely for Subscriber's non-commercial use. NWEA disclaims responsibility for any actions or recommendations that Subscriber makes based on the PofT Materials.

### **MAP® Skills**

By using MAP® Skills, Subscriber agrees to the following:

MAP Skills requires installation of the secure/lock down browser ("Lockdown Browser"). Accordingly, NWEA grants to Subscriber a nonexclusive, nontransferable sublicense to install the Lockdown Browser for Subscriber's internal use only in connection with the Subscription and only during the period specified in an applicable Schedule. The Lockdown Browser sublicense extends only to the quantity of licenses indicated on an applicable Schedule. All MAP Skills Systems Administrators must complete one MAP Skills training session. During the period specified in an applicable Schedule, NWEA shall provide technical support for MAP Skills via telephone or email as described at <https://www.nwea.org/product-support/>.

**Terms applicable to Subscriber's use of Knovation:** As a user of the content, you acknowledge and agree that Knovation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Knovation has no direct control over these linked sites, all of which have separate privacy and data collection practices, independent of Knovation. These links are only for your convenience and therefore you access them at your own risk. Furthermore, should you choose to register or create an account on other sites accessed from the Knovation Software Content, you have full responsibility for understanding and agreeing to their terms of use and privacy and security policies regarding any personally identifiable information you provide them and activities you perform on their sites. Knovation is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### **Children's Progress Academic Assessment™**

By using Children's Progress Academic Assessment™ (CPAA™), Subscriber agrees to the following:

CPAA is comprised of web-enabled assessment software and web-based reporting, and includes: (i) machine-readable instructions and data; (ii) components; (iii) Content; (iv) related licensed materials, features, and functionality (such as reports, assessments, training and support materials, and tutorials); (v) licensed documents or keys; and (vi) Documentation listed below which NWEA may amend and update from time to time. If access to CPAA requires installation of any assessment software ("Software"), NWEA grants Subscriber a nonexclusive, nontransferable sublicense to install the Software for Subscriber's internal use only in connection with its CPAA subscription and only during the Term. Subscriber's CPAA license and Software sublicense extend only to the quantity of licenses indicated on Schedule A.

With regard to CPAA, "Documentation" means:

1. Technical Requirements–  
[https://assessment.childrensprogress.com/docs/CPAA\\_Technical\\_Requirements.pdf](https://assessment.childrensprogress.com/docs/CPAA_Technical_Requirements.pdf)
2. Common Core and State Specific Alignments– available upon written request
3. The CPAA Scope & Sequence Documents– available upon written request

### **Client Server Measures of Academic Progress® (MAP®)**

By using Client Server MAP® ("MAP®"), Subscriber agrees to the following:

Excluding Summer test administration, Subscriber shall not administer more than three MAP test events per license in a single academic year. Additionally, Subscriber may administer one Summer test event per license per academic year. Client server MAP requires installation or downloading of a copy of TestTaker software ("TestTaker Software"). Accordingly, NWEA grants to Subscriber a

nonexclusive, nontransferable license to install TestTaker Software for Subscriber's internal use only in connection with the Subscription and only during the period specified in an applicable Schedule. Subscriber shall provide to NWEA its student and class information in a Class Roster File ("CRF") for each test window in the approved format. Subscribers must submit the CRF via SFTP at least two (2) weeks before Subscriber's first day of testing.

### **MAP® Growth**

By using MAP® Growth, Subscriber agrees to the following:

Excluding Summer test administration, Subscriber shall not administer more than three MAP test events per license in a single academic year, except for MAP Growth K-2 Skills Checklist which can be administered without such academic year limitation. Additionally, Subscriber may administer one Summer test event per license per academic year. MAP Growth requires installation of the secure/lock down browser ("Lockdown Browser"). Accordingly, NWEA grants to Subscriber a nonexclusive, nontransferable sublicense to install the Lockdown Browser for Subscriber's internal use only in connection with the Subscription and only during the period specified in an applicable Schedule. The Lockdown Browser sublicense extends only to the quantity of licenses indicated on an applicable Schedule. Subscriber shall provide to NWEA its student and class information in a Class Roster File ("CRF") for each test window in the approved format. Subscribers must import the CRF at least one (1) week before Subscriber's first day of testing.

### **MAP® Reading Fluency**

By using MAP® Reading Fluency, Subscriber agrees to the following:

Subscriber is responsible for providing all hardware, including headsets with boom microphones, necessary to complete the test administration. For the avoidance of doubt, built in microphones and in-line microphones are not supported. MAP Reading Fluency is supported on (i) any Chrome browser on any desktop, laptop, or Chromebook; and (ii) via an iOS application for testing on an iPad or iPad Mini or as otherwise set forth in applicable technical specifications. Notwithstanding anything to the contrary in the Agreement, training for MAP Reading Fluency is optional.

### **Growth Report**

This report contains Student Education Records that may be subject to Subscriber's student data privacy and security policies and applicable state and federal student privacy laws.

In addition to Section 19 (Disclaimer) of the MSA, neither NWEA nor its vendors warrant the accuracy, completeness, or usefulness of this report and NWEA expressly disclaims all liability and responsibility arising from reliance on the report.

### **Insights Report**

The Insight Report does not contain any Student Education Records but does contain the names of those schools where the data is generated. In addition to Section 19 (Disclaimer) of the MSA, neither NWEA nor its vendors warrant the accuracy, completeness or usefulness of the MAP Insight Reports and NWEA expressly disclaims all liability and responsibility arising from any reliance placed on the information in such reports. NWEA uses current NWEA norms and Subscriber's MAP data to produce graphics and supporting analysis provided in the report.

### **Instructional Report**

The Instructional Report does not contain any Student Education Records but does contain the names of those schools where the data is generated. In addition to Section 19 (Disclaimer) of the MSA, neither NWEA nor its vendors warrant the accuracy, completeness or usefulness of the

Instructional Report and NWEA expressly disclaims all liability and responsibility arising from any reliance placed on the information in such reports.

### **Similar Schools Report**

This report contains Student Education Records that may be subject to Subscriber's student data privacy and security policies and applicable state and federal privacy laws. In addition to Section 19 (Disclaimer) of the MSA, neither NWEA nor its vendors warrant the accuracy, completeness, or usefulness of this report and NWEA expressly disclaims all liability and responsibility arising from reliance on the report.

### **PREMIUM PARTNER SERVICES SUPPLEMENTAL TERMS**

**General Terms.** Premium Partner Services includes (i) Technical Consulting; (ii) Onsite Product Training; (iii) Technology Readiness; (iv) Expedited Implementation Services; and (v) Program Management Services (collectively, the "Partner Services"). NWEA does not offer refunds for unused Partner Services Subscriber purchases. Subscriber may purchase Partner Services at the fixed fees set forth in an applicable Schedule A. Per the MSA, Subscriber is responsible for designating a single point of contact, preferably the Subscriber's Systems Administrator, and will ensure such individual is available to NWEA. Additionally, Subscriber's contact shall ensure NWEA has access to all Subscriber's site(s) where Partner Services will be performed. Subscriber acknowledges that failure or delay in responding to NWEA requests in a timely manner may result in delays or inability for NWEA to perform the requested Partner Services. Scheduling of Partner Services is subject to availability of NWEA personnel.

### **Onsite Product Training**

NWEA will provide standard modular format training, in which Subscriber will learn (i) the benefits of the NWEA assessment solution; (ii) how to proctor and/or manage test sessions; (iii) how to troubleshoot common issues; (iv) how to access reports; and (v) helpdesk product training regarding common issues and troubleshooting processes. Any deviation from this standard training is subject to negotiations.

### **Virtual Applying Reports; Virtual Professional Learning (International); Virtual MAP Skills Basics; Virtual MAP Reading Fluency Basics; Virtual Custom Workshops or Virtual PL Consultations**

NWEA may cancel a workshop for any reason whatsoever, inclement weather, strikes, wars, acts of God, or any other circumstance that may make the workshop inadvisable. In those instances, Subscriber will not be charged a cancellation fee and the workshop will be rescheduled.

- If Subscriber cancels a workshop or consultation less than 2 weeks before the scheduled date of the session, Subscriber shall pay \$200 processing fee to NWEA. This includes instances of no shows.
- Rescheduling is subject to facilitator availability. Workshop sessions must be scheduled three weeks in advance and all sessions completed within 18 months the Term start date listed in Subscriber's Schedule A.

NWEA is not responsible for any expenses incurred on your behalf in preparing for the workshop, including nonrefundable fares or penalties.

### **Technical Consulting**

Technical Consulting may include: (i) general support during testing including assisting proctors; (ii) troubleshooting technical issues related to NWEA assessment solutions; (iii) real time product

training and support during testing to Subscriber's proctors, helpdesk, technology and assessment staff; (iv) Onsite product training and support to principals and school administrators; (v) assistance in escalating issues to NWEA technical support and/or engineers; (vi) consulting with Subscriber to identify key areas of support needs; (vii) product training for data administrators; (viii) support with rostering (creation and upload to NWEA systems), user management, and student management; (ix) assistance with exporting data from Subscriber's Student Information Systems; (x) assistance with automating roster imports and exports of comprehensive data file; Technical Consulting does not include: (a) making changes to NWEA's assessment solutions on behalf of the Subscriber; (b) conducting rostering work; (c) creating or implementing coding or scripting, network changes, or auto-rostering; (d) configuration changes or updates to workstations or network devices; (e) hardware setup; (f) report or data usage training; or (g) IT support or training not specifically related to NWEA assessment solutions.

### **Supplemental Technical Services**

Supplemental Technical Services (the "Supplemental Services") is a product offered by the Technical Consultant team that provides a designated technical contact for district leadership. The Supplemental Services may include: (i) troubleshooting technical issues related to Assessment System; (ii) real time product training and support during testing for Subscriber's named key contacts; (iii) assistance in escalating issues to NWEA technical support and/or engineers; (iv) consulting with Subscriber to identify key areas of support needs; (v) product training for key contacts; (vi) support with rostering (creation and upload to Assessment System), user management, and student management; (vii) assistance with exporting data from Subscriber's Student Information Systems; (viii) product training and assistance with the setup and configuration of the NWEA environment; and (ix) assistance with automating roster imports and exports of comprehensive data file. The Supplemental Services do not include: (x) making changes to the Assessment System on behalf of the Subscriber; (xi) conducting rostering work; (xii) creating or implementing coding or scripting, network changes, or auto-rostering; (xiii) configuration changes or updates to workstations or network devices; (xiv) hardware setup; (xv) report or data usage training; (xvi) IT support or training not specifically related to the Assessment System; (xvii) support to district personnel outside the identified key contacts; or (xviii) travel to or onsite work at Subscriber's location. Supplemental Technical Services is a limited time engagement. The Supplemental Services will be offered between 7:00 A.M. and 5:00 P.M. (local time).

Subscriber acknowledges that all fees paid are non-refundable and all payment obligations non-cancellable.

### **Technology Readiness**

NWEA will visit designated Subscriber locations to test and evaluate workstations and devices to determine if they meet NWEA technical requirements. NWEA may evaluate the following technical requirements: OS version, primary browser and version, CPU, RAM, screen resolution, wired or wireless connection, and a point in time bandwidth test. Additional technical requirements may be captured upon Subscriber's request; provided, however, certain requests may require administrative access to Subscriber's systems. As part of the Technology Readiness, NWEA expressly does not: (i) make changes or software updates to workstations or devices; (ii) configure networks or make changes to network infrastructure; (iii) provide product training or support; or (iv) provide troubleshooting services or resolve issues or potential issues discovered during the Technology Readiness.

### **Supplemental Implementation Services (Expedited & Re-implementation)**

NWEA provides, at no additional cost to Subscriber, an implementation support specialist to guide and support the implementation of the Assessment System. This service is typically included as part

of a Subscriber's initial licensing of the Assessment System and is available through the completion of the first testing term. Once the initial testing term is complete, the account manager assumes ongoing management of the Subscription from the implementation support specialist. Additionally, the Subscriber has ongoing access to support resources, including toll-free phone, email, and chat support via Partner Support and self-directed support via in-product Help and Destination PD.

- Expedited Implementation Services

NWEA recommends a timeline of approximately four (4) weeks from the date of sale to the beginning of testing in order to provide NWEA and Subscriber adequate time to implement the Assessment System. If Subscriber opts to implement within two (2) weeks from the date of sale, Subscriber may purchase Expedited Implementation Services. Expedited Implementations Services do not include: (i) an Implementation Support Specialist who is exclusive to Subscriber; (ii) rostering; (iii) Onsite Product Training; (iv) Technical Consulting; or (v) Technology Readiness. For the avoidance of doubt the two (2) week expedited delivery applies to the Expedited Implementation Services only and to no other products specified on an applicable order.

- Re-implementation Services

If, after the initial testing term, Subscriber requires continued access to an implementation support specialist, Re-implementation Services are available. Re-implementation Services are offered remotely using teleconferencing and email communications. Re-implementation Services may include (i) assessing Subscriber's needs related to product configuration, training, and general test administration preparation (e.g. lab readiness plans, timelines for rostering students and staff, staff training plans, district and school communication plans); (ii) developing, with Subscriber, a plan to meet identified needs; (iii) guiding Subscriber through its implementation of the plan for one (1) testing term; (iv) providing training on available resources for future testing term preparation; and (v) providing district administrators with product training and assistance with setup and configuration of the NWEA environment (test terms, test windows, school names, grade designations and special programs). Re-implementation Services do not include onsite support, an implementation support specialist who is exclusive to the Subscriber, rostering, Onsite Product Training, Technical Consulting, or Technology Readiness.

### **Program Management Services**

As part of the standard Program Management Services ("PM") offering, the PM team is available to: (i) plan and coordinate project kickoff meeting; (ii) establish and implement the program work plan; (iii) lead the planning and scheduling of tasks with NWEA internal teams; (iv) work directly with the designated Subscriber contacts to coordinate efforts, maintain work schedules, and meet deadlines; (v) establish, track, and monitor implementation tasks, professional development, and technical training; (vi) manage change orders; (vii) identify and document potential program risks; (viii) support NWEA's on-site professional development and training; (ix) create and update program partnership site; (x) create, order, and deliver standard and custom administrative reports; (xi) coordinate with non-PM NWEA personnel to address program-wide technical issues; and (xii) plan and coordinate project closing meetings. PM will be performed remotely; provided, however, that parties may agree to an onsite kickoff meeting. If the parties agree to an onsite kickoff meeting, the fees paid for PM include travel if Subscriber provides NWEA a minimum of two (2) weeks' notice prior to travel. Otherwise, Subscriber is responsible for travel expenses.

# NWEA Privacy Policy - Assessment System

## Introduction

NWEA recognizes the importance of protecting the privacy and security of its Subscribers and Users of the Assessment System. The purpose of this Privacy Policy ("Policy") is to inform Subscribers and Users of NWEA's policies and procedures regarding the collection, use, and disclosure of Student Education Records, Deidentified Data, and Anonymized Data. Nothing in this Policy grants any Subscriber or User the right to use or access the Assessment System. Subscribers and Users only have the right to use and access the Assessment System as set forth in the agreement(s) entered into between a Subscriber and NWEA (the "Master Subscription Agreement (<https://legal.nwea.org/>)"). By using the Assessment System, Subscribers and Users agree to this Policy.

## Definitions

"Use" means Subscriber's students, teachers, administrators, and other individuals licensed to use the Assessment System under the Master Subscription Agreement.

"Assessment System" means MAP® Growth™ and MAP® Skills™.

Except as set forth in this Policy, all other capitalized terms in this Privacy Policy shall have the meaning set forth in the Master Subscription Agreement between the parties, which can be found here (<https://legal.nwea.org/>).

## Subscriber Control and Choices Regarding Student Education Records

The collection, input, use, retention, disposal, and disclosure of Student Education Records by Users via the Assessment System are controlled solely by the Subscriber. The Subscriber is responsible for providing all necessary notices and obtaining all necessary consents from Users to collect, use, disclose, and submit the Student Education Records via the Assessment System for NWEA to use in accordance with the Master Subscription Agreement, including, if applicable, any notices and/or consents required under the Federal Educational Records Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA) and applicable international laws, including, but not limited to, the General Data Protection Regulation (GDPR)

NWEA will not delete, change, or divulge any Student Education Records from its Assessment System controlled by the Subscriber except as outlined in this Policy. If a User has questions regarding control of Student Education Records related to the Assessment System licensed by the Subscriber, then User shall contact User's applicable school, district, or educational entity (i.e. Subscriber). If a User desires to revoke User's consent or "opt-out" of a particular use of User's Student Education Records, User shall contact User's applicable school, district, or educational entity. If NWEA receives a request from a User to "opt-out" it shall forward the request to the applicable school, district, or educational entity for handling. The applicable school, district, or educational entity is solely responsible for handling the User's "opt-out" in the Assessment System.

## Information Collected & Maintained

NWEA collects and maintains the following information:

- Usage Details. When Users access the Assessment System, NWEA may automatically collect certain details of the User's access to and use of the Assessment System, including traffic data, geographic location data, logs and other communication data, and the resources that Users access and use on or through the Assessment System. This information is Anonymized Data
- Cookies (or mobile cookies). A cookie is a small file placed on computing devices such as computers, tablets, and smartphones. NWEA may use cookies to collect usage details for authentication purposes. For authentication purposes, cookies allow Users to navigate across multiple parts of the Assessment System without needing to re-authenticate. It may be possible to refuse to accept cookies by activating the appropriate setting on the computing devices. However, selection of these settings may disable access to certain parts of the Assessment System. The information collected via cookies is Deidentified Data. NWEA does not use Deidentified Data from cookies to identify Users. Data from cookies may be collected by NWEA using Google Analytics™ or other third-party tools in the Assessment System. Google Analytics™ and these other third-party tools do not collect, store, transit, use, or have access to Student Education Records.
- Web Beacons. A web beacon is a small electronic file such as a clear gif, pixel tag, or single-pixel gif. NWEA may use web beacons to collect usage details. It may be possible to refuse to accept web beacons by activating the appropriate setting on the computing devices. However, selection of these settings may disable access to certain parts of the Assessment System. The information collected via web beacons is Anonymized Data that is aggregated. Data from web beacons may be collected by NWEA using Google Analytics™ or other third-party tools in the Assessment System. Google Analytics™ and these other third-party tools do not collect, store, transit, use, or have access to Student Education Records.
- Device Information. NWEA may collect information about a User's computing device, mobile device, and network or Internet connection; including the device's unique device identifier, IP address, operating system, browser type, geographic location, and mobile network information. This information is Anonymized Data that is aggregated.
- Information input by Users. As part of the rostering process, Users may provide Student Education Records to the Assessment System that may include:
  - First, Last, and Middle Name;
  - Date of Birth;
  - Student Identification Number;
  - Personal Characteristics (which may, but does not always, include race, grade, ethnicity, gender, nationality, and language);
  - Economically Disadvantaged Status;
  - English Language Learner or Migrant Status;
  - Homeless Status;
  - Disability, Accessibility, or Accommodation Status;
  - Email Address
  - Name of School and Date of Enrollment;
  - Telephone Number; and
  - Assigned Courses and Instructors.
- Information generated from using the Assessment System. Users' use of the Assessment System generates Deidentified or Anonymized Data, which may include:
  - Assessment scores;
  - Assessment responses and response times;

- Item responses and response times;
- Growth and norming information; and
- Assessment interaction behavior such as completed, paused, suspended, or terminated tests.

### **Use of Information Collected**

NWEA only uses the information, including Student Education Records, it collects pursuant to this Policy and the Master Subscription Agreement. The most common of those uses are as follows:

- To provide Subscribers and Users with access to the Assessment System and its contents and any other information, products, or services that Subscriber requests from NWEA;
- To communicate with Users as necessary to fulfill NWEA's obligations to Subscribers;
- To provide Subscriber with notices about its account, including expiration and renewal notices;
- To carry out the Subscriber's and NWEA's respective obligations and enforce NWEA's rights arising from the Master Subscription Agreement, including for billing and collection;
- To notify Subscriber of changes to any products or services NWEA offers or provides;
- To improve performance, availability, and functionality of the Assessment System.
- To estimate Subscriber size and usage patterns; and
- To store information about Subscriber preferences, allowing NWEA to customize its services.

### **Deidentified and Anonymized Data**

NWEA aggregates information it collects, including Deidentified and Anonymized Data, and uses such aggregated information and other non-personally identifiable information it collects as follows:

- To conduct legitimate educational research or produce aggregate statistical studies and analysis related to NWEA's products and services, by NWEA or third parties, as an added benefit to NWEA's Subscribers, which may be distributed publicly (e.g., norming studies, research papers, etc.);
- For third party legitimate educational research;
- To improve performance, availability, and functionality of the Assessment System;
- To state educational agencies for legitimate educational purposes; and
- For general research and to develop new products, features, and technologies.

### **Disclosure of Student Education Records**

NWEA agrees to adhere to the disclosure requirements under FERPA and will not disclose any Student Education Records from the Assessment System to any third-party except as set forth in this Policy or as allowed by applicable law.

Generally, NWEA may disclose Student Education Records under the following circumstances:

- NWEA may share Student Education Records with third-party contractors to support the Assessment System. NWEA utilizes a cyber supply chain risk management (SCRM) review process for third parties. The primary objective of the cyber SCRM is to identify and assess external parties to ensure they meet or exceed NWEA's security profile (based on the NIST Cybersecurity Framework). As a part of this process, third parties are contractually committed to protect the availability, confidentiality, and integrity of Student Education Records. Third parties are prohibited from engaging in targeted advertising and any other use beyond support of the Assessment System. A list of third-party contractors that maintain or have access to Student Education Records is available to Subscribers upon written request.

- Consistent with 20 U.S.C. 1232g(b), 34 C.F.R. 99.31(a)(9) and other applicable law, NWEA may share Student Education Records if it is required to do so by law or legal process, such as to comply with a court order or subpoena. If required by applicable law and permitted under the court order or subpoena, NWEA shall make a reasonable effort to notify Subscriber of such court order or subpoena.
- Consistent with 20 U.S.C. 1232g(b)(1)(I), 34 C.F.R. 99.31(a)(10), 34 C.F.R. 99.36, 34 C.F.R. 99.32 and other applicable law, NWEA may share Student Education Records for health or safety emergencies purposes. If required by applicable law and permitted under the court order or subpoena, NWEA shall make a reasonable effort to notify Subscriber of such court order or subpoena.
- Consistent with 20 U.S.C. 1232g(b)(1)(F), 34 C.F.R. 99.31(a)(6) and other applicable law NWEA may share Student Education Records to organizations conducting certain studies for educational institutions.
- NWEA may sell, transfer, or otherwise share some or all its assets, including NWEA's license to use Student Education Records it collects to perform the services under its agreement with Subscriber, in connection with a merger, acquisition, reorganization, sale of assets, or in the event of bankruptcy, in which case the successor entity is subject to the same commitments set forth in this Policy.
- NWEA may share Student Education Records with third parties that a Subscriber has authorized.
- NWEA may also disclose Student Education Records to its legal counsel solely in connection with legal advice and subject to executed confidentiality agreements.

NWEA does not sell Student Education Records to third parties for their commercial use and does not use such data to target advertisement at students. NWEA does not share, sell, rent, or transfer Student Education Records other than as described in the Master Subscription Agreement and this Policy.

NWEA does not publicly disseminate Student Education Records submitted by Users. NWEA permits Users to share comments and feedback in the Assessment System. NWEA does not publicly disseminate those comments and feedback outside of the Assessment System. Third-parties are prohibited from storing Student Education Records outside the borders of the United States of America.

### **Erasure, Rectification, Access & Portability of Student Education Records**

Users or parents of such Users (if a User is a minor) may review and amend Student Education Records of such User by contacting the Subscriber and following the Subscriber's procedures for amending such User's Student Education Records. NWEA will not make any changes to any Student Education Records without the applicable Subscriber's express written permission, and then, only in accordance with applicable law.

### **Security**

NWEA develops and implements privacy and information security measures aligned to NIST Cybersecurity Framework to protect the confidentiality, integrity, and availability of partner personal data. In doing so, personal data is stored and processed in a manner that is designed to ensure the appropriate security of Student Education Records, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical and organizational

measures. Further information on NWEA's data security measures can be found here:

<https://legal.nwea.org/map-growth-information-security-whitepaper.html> (map-growth-information-security-whitepaper.html).

Please be aware that despite NWEA's efforts, no data security measures can guarantee 100% security. Users should take steps to protect against unauthorized access to their password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. NWEA is not responsible for any lost, stolen, or compromised passwords or for any activity on a User's account via unauthorized password activity.

### **Data Retention & Destruction**

NWEA retains Student Education Records for the length of time necessary to meet NWEA's contractual and legal commitments to Subscribers. These commitments generally extend past the end date of contractual agreements as Subscribers may need continued access to Student Education Records and educational data for reporting; and many Subscribers resume their subscriptions later and want their historical Student Education Records intact for longitudinal growth studies or legal compliance. All Student Education Records are stored in facilities located within the borders of the United States of America.

NWEA honors Subscribers' requests to delete Student Education Records if required by applicable law. To request that Student Education Records relating to a particular Subscriber and/or User(s) be deleted, Subscriber shall send a written request to NWEA via email to [legalservices@nwea.org](mailto:legalservices@nwea.org) (mailto:legalservices@nwea.org) and include the following: (i) requestor's name, title, and contact information; (ii) the name of requestor's school or entity with NCES number (if available); (iii) a request to delete Subscriber's Student Education Records; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request. NWEA will subsequently contact Subscriber to confirm the destruction request before executing the destruction request. NWEA retains Anonymized Data indefinitely for the purposes stated in this Policy.

### **Links to Third-Party Websites and Services**

Users accessing the Assessment System, NWEA documentation, and/or NWEA sites may find links to external websites and applications owned and operated by other organizations. NWEA is not responsible for and has no control over the content or privacy policy of any linked site. NWEA encourages Users to read the privacy statements of any linked site as its privacy policy may differ from NWEA's.

### **General Data Protection Regulation (GDPR)**

NWEA complies with all applicable laws governing international partners, including the GDPR. Information regarding GDPR compliance is described in the NWEA MAP® Growth™ GDPR Overview ([nwea-map-growth-gdpr-overview.html](#)) and our International Master Subscription Agreement ([international-master-subscription-agreement.html](#)). Subscribers subject to the GDPR need to obtain informed consent for the collection, processing, and transfer of personal data under our agreement with them. NWEA's Explicit Consent to Process Data Form can be found here ([explicit-consent-to-process-data.html](#)). Subscribers should submit these completed forms to [legalservices@nwea.org](mailto:legalservices@nwea.org) (mailto:legalservices@nwea.org).

### **Updates**

NWEA may periodically revise this Policy from time to time and will make updated version of this Policy available here ([nwea-privacy-and-security-for-pii.html](https://legal.nwea.org/nwea-privacy-and-security-for-pii.html)). However, NWEA will not make material changes to this Policy without first providing notice to Subscriber as provided in the Master Subscription Agreement. Notwithstanding the foregoing, should laws and regulations change to regarding the collection, use, or distribution of Student Education Records, NWEA shall be permitted to make appropriate changes to this Policy to comply with the laws and regulations without issuing prior notice to Subscriber.

Additional questions regarding this Policy can be sent to:

Jacob Carroll – Sr Director, Privacy & Information Security

NWEA

121 NW Everett Street

Portland, Oregon 97209

503-624-1951

[legalservices@nwea.org](mailto:legalservices@nwea.org) (<mailto:legalservices@nwea.org>)

Document Effective Date: November 15, 2020

Last Modified: October 14, 2020

NWEA's previous Privacy Policy - Assessment System can be found here: [MAP® Growth™ and Skills™ Privacy Policy October 2019 \(MAP%20Growth and Skills Privacy Policy October 2019.pdf\)](#).  
([NWEA%20MAP Growth GDPR Overview October 102320.pdf](#))

Privacy & Terms of Use (<https://www.nwea.org/privacy-and-terms>)

**HQ:** 121 NW Everett Street, Portland, OR 97209

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## Executive Summary Finance Committee Meeting

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DATE: March 24, 2022

TOPIC: 2022-2023 Project Lead the Way (PLTW) Terms and Conditions

PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The Board approves all District contracts.

Project Lead the Way (PLTW) is the organization that creates and maintains the curriculum for the Science, Technology, Engineering, and Mathematics (STEM) programs implemented across the District. At the middle school, the program is called PLTW Gateway. The K-5 program is called PLTW Launch. PLTW requests annual agreement to a set of Terms and Conditions. PLTW supports districts with updates and new program information throughout the year. The District is assessed an annual subscription fee for each building participating.

The District's Legal Counsel reviewed the Terms and Conditions and found them to be the same as the 2021-2022 school year. Counsel determined the Terms to be acceptable. In their analysis, the Terms and Conditions document plus the Privacy Policy contain the necessary information in order to comply with the Student Online Personal Protection Act (SOPPA), including description of information collected, use of data, parent requests, etc.

### **Fiscal Impact:**

PLTW applies a \$950 per school annual fee for developing, maintaining, and supporting the curriculum. The total amount of the fee is \$2,850. This is the same fee as the 2021-2022 school year.

### **Recommendation:**

It is the Administrative recommendation that the Finance Committee concur to approve the PLTW Terms and Conditions for the 2022-2023 school year and the annual subscription fee in the amount of \$2,850.



## Terms and Conditions

These terms and conditions outlined in this agreement (“**Agreement**”) are between Lincolnwood School District 74, located in IL, (the “**Program Participant**”) and PROJECT LEAD THE WAY, INC., a New York charitable not-for-profit corporation (“**PLTW**”).

PLTW has established a comprehensive education program (the “**Program**”), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by

PLTW with reasonable notice to Program Participant. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program Participant must cease the use of the software unless this Agreement is renewed for additional terms. The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. Current participation fees are set forth in the Participation Form. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant’s continued use of the Program following such changes constitutes the Program Participant’s acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for

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participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as “**equipment**”) that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety

training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment (“**EOC Assessments**”) provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as “**data**”). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student’s estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW

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reserves the right to purge applicable data at least annually, with 60 days written notice to Program Participant. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant's control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

- (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;

- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;
- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;
- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data and PLTW shall comply with all such laws, including but not limited to the Illinois School Student Records Act 105 ILCS 10/1 et seq., and the Illinois Student Online Personal Protection Act, 105 ILCS 85/1 et seq; and
- (12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as "**materials**"). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the

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Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way*, PLTW, the PLTW “atom” logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program’s distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW’s marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW’s trademark use standards as stated herein. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

**14. Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to

any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant’s participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant’s breach of these provisions, and PLTW shall not be liable in any way for such breach.

**15. Representations of the Program Participant.**

(a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant’s execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant’s charter or any other of its rules of governance, the laws of the Program Participant’s State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to

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the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. **Default.** (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. **Term.** The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year., this Agreement may only be renewed in writing by the parties. Program Participant may terminate this Agreement any time upon 60 days' written notice to PLTW and receive a partial refund of any unearned annual fees.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages,

including interest, penalties and reasonable attorney's fees and expenses, that the Program Participant may incur as a result of any negligent or willful act or failure of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:

Lincolnwood School District 74  
6950 N. East Prairie Rd.  
Lincolnwood, IL 60712

If to PLTW:

Project Lead The Way, Inc.  
Attn: Program Agreements  
5959 Castle Creek Parkway N. Drive  
Indianapolis, IN 46250  
ph: 877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Illinois. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Illinois. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Illinois.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The

***This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.***

date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

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

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

*Program Participant or its legally authorized designee*

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

A handwritten signature in blue ink, appearing to be 'K. Mote', written over a horizontal line.

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

*Katie Mote  
Executive Vice President and Chief Administrative  
Officer*

***This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.***



## PLTW.org Privacy Policy

**Introduction.** This website, including the features, applications, emails, content, downloads, products or services of the website (collectively, the “Site”) has been developed as part of the charitable and educational activities of Project Lead The Way, Inc. (“PLTW” or “We”) to assist and support educational institutions in providing students with an innovative, highly effective science, technology engineering and math (“STEM”) curriculum and to promote STEM education. This Privacy Policy describes how we collect and use information through the Site. Please carefully read this policy before using and providing any information through the Site. Your use of the Site constitutes consent to this Privacy Policy. Please also read the “Terms of Service” which describe the rules regarding the use of the Site. This Privacy Policy is incorporated by reference into the Terms of Service.

**BY PROVIDING INFORMATION TO US, AND BY USING THIS WEBSITE,  
YOU ARE CONSENTING TO THE COLLECTION AND PROCESSING OF  
PERSONAL INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY.**

### **SUMMARY PRIVACY NOTICE**

- PLTW complies with local law when it collects and processes personal information.
- PLTW usually does not collect or process sensitive personal information, unless it is required by law.

- If PLTW is going to collect or process sensitive personal information for purposes not required by law, we will ask your specific personal consent.
- For the collection and processing of personal information and sensitive personal information of children, consent is obtained from at least one parent, a legal guardian, or, if permitted by local law, the school in which the child is enrolled.
- You have certain rights regarding the personal information and sensitive personal information that PLTW collects and processes. PLTW respects these rights:
  - o To know what information is collected and processed, and why
  - o To access your data
  - o To ask for correction if the information we are processing is incomplete, incorrect or out-of-date
  - o To ask us to delete information, such as information that is no longer relevant
  - o To have a copy of the data to take to another service provider
  - o To know what third parties we share data with.
- You also have the right to know the impact of these requests.
- PLTW has the policy of granting these requests when possible. However:
  - o If certain data is deleted, or if consent to process data is denied or revoked, the data subject may no longer be able to participate in PLTW programs or buy PLTW products, because the ability to process that data is necessary to provide the programs, services, and products.
  - o If the requested correction is factual, and PLTW does not agree that the correction is appropriate, PLTW may not be able to make the requested correction. However, PLTW may be able to add a notation that the correction was requested. For example, if a student requests that a grade be changed from a C to a B, PLTW cannot change the grade without authorization from the school; however, PLTW may be able to include a notation that the student requested that the change in grade be noted.
  - o PLTW may not be able to delete certain information. For example, if PLTW is required to retain information by law, PLTW cannot honor a request to delete that information.
- PLTW has a dispute resolution process, which may be updated from time to time. Our Data Protection Officer can be reached at [dpo@pltw.org](mailto:dpo@pltw.org). If the Data Protection Officer is not able to resolve your concerns, you can discuss those concerns with the regulators in your jurisdiction. The Data Protection Officer can help you find the contact information for that regulator.
- PLTW does transfer personal information across international borders. PLTW's main office is in the United States of America. Therefore, if you are in a country other than the United States, your information may be sent to the U.S., whose data protection laws may be less protective than the data protection laws in your country.
- PLTW's website does use cookies.

- We encourage you to read the full Privacy Policy, which follows this Summary. If you have any questions, please contact the Data Protection Officer at [dpo@pltw.org](mailto:dpo@pltw.org).

## PRIVACY POLICY AND NOTICE

• It is PLTW's policy to protect personal information collected and processed by PLTW in compliance with applicable laws. Because PLTW may operate in a number of different countries, some privacy protections may apply based on the country in which the data was collected or processed. PLTW strives to ensure that all personal information is protected and used only as necessary to accomplish the purposes for which the data is collected and to ensure that data subjects are provided the ability to control the use of their data to the greatest extent possible.

- o Personal data of individuals in the European Economic Area that is collected or processed for or by PLTW will be processed in compliance with the European Union's General Data Protection Regulation ("GDPR"). PLTW will also comply with other applicable data protection laws with regard to the processing of personal data and on the free movement of such data.

- o Personal data of individuals in Brazil that is collected or processed for or by PLTW will be processed in compliance with Brazil's General Data Protection Law ("GDPL"). PLTW will also comply with other applicable data protection laws with regard to the processing of personal data and on the free movement of such data.

- o Personal data of individuals in Australia that is collected or processed for or by PLTW will be processed in compliance with Australia's Federal Privacy Act. PLTW will also comply with other applicable data protection laws with regard to the processing of personal data and on the free movement of such data.

- This Privacy Policy also serves as the Privacy Notice for the European Economic Area, Brazil, and Australia. PLTW typically serves as the Data Controller and determines what data is collected and processed. At times, PLTW may act as a Data Processor.
- PLTW has designated a Data Protection Officer, who can be reached at [dpo@pltw.org](mailto:dpo@pltw.org).
- The purposes and legal basis for the processing are described in this Policy.
- Personal information will be transferred to the United States for further processing.
- For individuals subject to European Union, Australian, and Brazilian law, the consent of at least one parent or legal guardian of individuals **under 18** will be obtained before collecting and processing personal data. Parental consent is not required to collect and use data:

- o To contact the parent or legal guardian

- o To use the data a single time, if the data is not stored

- o To use the data for the protection of the child/adolescent
- o As otherwise required or permitted by law.

- You have the right to ask us to:
  - o Confirm that we are processing your data;
  - o Access your data;
  - o Correct incomplete, inaccurate or out-of-date data;
  - o Anonymize, block or delete unnecessary/excessive or non-compliant data;
  - o Take a copy of the data to another service provider;
  - o Delete the data;
  - o Know the third parties we share the data with;
  - o Explain the possibility of denying consent, and what happens if you deny consent;
  - o Revoke consent.
  
- We encourage you to understand your rights regarding your data. Parents and legal guardians exercise these rights on behalf of their children.
  - o If you deny consent, revoke consent, or we delete data, you or your child may no longer be able to participate in PLTW programs, activities, opportunities, or order PLTW products.
  - o In some cases, we may not be able to grant a request. For example, we may not be able to delete (erase) data if we are required to maintain that data under law. However, we might be able to add a notation that erasure or rectification was requested.
  
- If there is a concern about privacy or security of data, please contact the Data Protection Officer at [dpo@pltw.org](mailto:dpo@pltw.org). If the Data Protection Officer is not able to resolve your concern, a dispute resolution process is available upon request. If the Data Protection Officer is not able to resolve your concerns, you can discuss those concerns with the regulators in your jurisdiction. The Data Protection Officer can help you find the contact information for that regulator.

**How Do We Collect Personal Information?** Many areas of the Site can be used without collection of personally identifiable information. There are some areas that require an account to access or use the area. We collect personally identifiable information that you provide when you:

- Register on the Site
- Create an Account
- Make purchases
- Subscribe to a newsletter
- Respond to a survey
- Fill out a form
- Submit or post content
- Engage in other activities, services or features that We make available on the Site

that request your information

- If you sign up to use a special feature of the Site, you may be asked to expressly consent to special terms, for example, by affirmatively checking a box or clicking a button marked, “I agree.” This separate agreement will supplement or amend this Policy, but only with respect to the matters governed by such separate agreement.

## **What Information is Collected?**

The information that is collected may include:

- Name
- Contact information, such as:
  - Mailing address
  - Phone number
  - Email address
  - School District
- Date of birth, or grade you are in school
- Student ID number
- IEP status/testing accommodations
- NCES code
- Other information that you provide to Us

We only collect sensitive personal information when we are required to by law, or when necessary for the purposes of the processing or with your consent. Sensitive personal information is personal information regarding:

- Racial or ethnic origin
- Religious belief
- Political opinion
- Trade union or religious, philosophical or political organization membership
- Information about health or sex life
- Information about genetic or biometric data

## **How Do We Use This Information?**

We use personally identifiable information only if:

- The subject of the data (or the subject’s legal representative, such as a parent or, in some cases, the school) has consented to the use
- The use is necessary to perform an agreement that the subject of the data is a party to, or that the subject of the data has requested prior to entering into an agreement;
- To comply with a legal obligation;
- To protect vital interests of an individual;
- To carry out a task in the public interest that is an obligation of PLTW;
- The use is necessary for purposes of the legitimate interests of PLTW, and those

interests are not overridden by the interests or fundamental rights and freedoms of the subject of the data.

Examples of ways that we use personally identifiable information include:

- To improve customer service
  - *Your information helps us respond to Your customer service requests and support needs more efficiently.*
- To improve user experience
  - *We may use individual and aggregated information to understand how our services, resources and Site are used.*
- To improve our Site
  - *We may use feedback to improve PLTW products and services.*
- To process payments
  - *We use information provided when placing an order to fulfill that order.*
- To run a promotion, contest, survey or other Site feature
  - *To provide information about topics We think will be of interest.*
  - *To advise Site users of survey results, or if they won a contest.*
- To send periodic emails
  - *We may send email updates about orders, or to answer inquiries, questions, and/or other requests. If you decide to opt-in to our mailing list, We may send emails that include PLTW news, updates, and product or service information. You can unsubscribe from receiving future emails at any time; unsubscribe instructions are included at the bottom of each email.*
- For the purposes specified at the time of collection.
  - *There may be other purposes that are specified when the information is collected.*
- As otherwise permitted or required by law.

## **How Do We Share Your Personal Information?**

We do not sell, trade, or rent Your personal identification information to others.

- You may contact [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org) to tell Us you do not want your information to be sold to third parties.

- However, we may still give your information to third parties that provide services to us.

We may share information about visitors to the Site:

- With our business partners, trusted affiliates and advertisers to help provide services that are described above and on the Site.
- With third party service providers that help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. Newsletters and surveys are only sent if You have agreed to receive them.
- With companies that provide services to us, such as website hosting services or credit card processing services.
- With companies that are disclosed to You at the time You provide the Information.
- As permitted or required by law; for example, to comply with a court order or subpoena, or to prevent or investigate a crime or fraud. We may share information if necessary to enforce this Privacy Policy or Terms of Use of the Site. We also reserve the right to report to appropriate law enforcement or government agencies activities that We, in good faith, believe to be harmful or unlawful, with or without providing notice to You.
- PLTW complies with the Family Educational Rights and Privacy Act (FERPA), which prohibits the release of education records without student permission, and other applicable online privacy laws.

Sensitive personal information is only used as permitted by law in the country in question. Some of these purposes are:

- With the specific consent of the subject of the data (or the subject's legal representative, such as a parent), for the specific purpose;
- To comply with a legal or regulatory obligation;
- If permitted by law, for research purposes;
- For the prosecution or defense of legal claims or other legal proceedings, as permitted by law;
- If necessary to protect the vital interests of a natural person;
- When processing is necessary for reasons of substantial public interest.

### **Is the Site Private?**

Some of the Site is not private and can be viewed by others. You may be permitted to post content for viewing on the Site. We have no control over, and disclaim responsibility or liability for, how other users may respond to, use or misuse the content that you post for public viewing on this Site, or for any actions taken by other users related to content that You post on the Site. Please consider carefully the information that You choose to post for public viewing on the site.

### **How Can You Access or Correct Your Information**

- You have the right to access your personal information stored with us to ensure that it is accurate, complete and current.

- Upon request, we will grant you reasonable access, except where the burden or expense of providing access would be disproportionate to the risks to your privacy or where the rights of other persons would be violated.
- We will take reasonable steps to correct, amend or delete information that you can independently demonstrate is inaccurate or incomplete. You can correct or amend your information by sending an email to us at [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org) or calling us at [877]-335-7589. You may use the same email address or phone number to ask us to delete information about you. However, we may not agree to delete information, if (a) we still need to information for legitimate purposes; or (b) we are required to retain the data for regulatory or legal purposes.
- You may withdraw your consent to the collection, use and transfer your personal information. However, please note that, by withdrawing your consent, it may be impossible for us to continue to provide you with certain services.
- You can log in to Your Account and correct or update information in Your User Profile.
- You can send an email to [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org) requesting that information be corrected

## What Information is Automatically Collected

We may collect certain information automatically, including:

- The IP address of the computer You are using;
- The date and time You are connecting to the Site;
- Website analytic data;
- Technical information about Your computer, such as the operating system, the browser and the Internet service providers You are using, and other similar information.

## Web browser cookies

Our Site uses “cookies” to enhance User experience.

- Cookies are small text files that are placed on Your hard drive. Cookies help identify a User's computer and may allow some tracking of information. For example, cookies can remember a User between visits, and can keep information in a shopping cart.
- A persistent cookie is set to store your User Name and Password, so you do not have to enter it more than once. Persistent cookies also enable the ability for the Site to track and target the interests of a user in order to enhance the experience of the user on the Site.
- We do not currently collect, and it is not our policy to permit third parties to collect “targeted” cookies (persistent identifiers tracking users across different sites and services) for purposes of advertising.
- You can set Your web browser to refuse cookies, or to alert You when cookies are being sent. However, if You refuse cookies, some parts of the Site may not function properly.

## Google Analytics Notice

We use Google Analytics, which uses cookies to analyze website traffic. For instance, Google Analytics tells us how many people have visited our website, what pages they visit, and how long they visit each page. You can visit <https://policies.google.com/te...> to learn more about how Google uses the information collected.

## California Do Not Track Notice

Many internet browsers have "Do Not Track" features which, when turned on, send a signal (the "DNT signal") to the websites a user visits that indicates the user does not want to be tracked. Because there is not yet a common understanding of how to interpret DNT signals, and there is no common definition of "tracking", We do not currently respond to DNT signals on the Site. We do not engage in targeted behavioral advertising.

## Your California "Shine the Light" Privacy Rights

Upon your request, submitted to [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org), We will advise you of any categories of personal information that We disclose to third parties, and (to the extent We know) whether those third parties use that information for their direct marketing purposes. If We provide Your personal information to a third party, We do not allow that third party to use that information for marketing their services, unless You have consented to that use.

## How Do We Protect Your Information?

We use reasonable data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of Your personal information, username, password, transaction information and data stored on our Site. However, it is impossible to guarantee security of any website, or of data transmitted over the Internet. While We seek to protect information, We cannot guarantee the security of any personal information You provide through the Site. It is important that You are careful when You provide private information online, that You use a secure connection, and that You protect your username and password.

## Third Party Websites

- This Site may provide hyperlinks, which are highlighted words or pictures within a document, that, when clicked, take you to another place within the document, to another document altogether, or may take you to a third-party website not controlled by PLTW.
- Any third-party websites may collect, use, and disclose information in a manner different than the Site. PLTW is not responsible for the collection, use, or disclosure of information collected through these websites and expressly disclaims any and all liability related to such collection, use, or disclosure.
- Chat Rooms, Journals and WebLogs, Message Boards, Classifieds, and Public Forums are areas that are only available to eligible and registered users.

- Whenever you voluntarily post public information to journals, weblogs, message boards, classifieds, or any other public forum, then that information can be accessed by the public and can in turn be used by those people to send you unsolicited communications.
- You should use discretion in providing information in these areas. PLTW is not responsible for the review, collection, use, or disclosure of information collected through such public forums and expressly disclaims any and all liability related to such collection, use, or disclosure.

PLTW does not share any information with third parties except as stated in this Privacy Policy, as required by law, as needed to protect the rights of others, or to enforce the terms of use for the Site.

### **Third Party Websites**

Any information PLTW collects from its donors is used by PLTW for internal purposes only, such as program implementation, tax reporting, legal compliance, or budgeting, and is shared with board members, staff and third parties for these purposes only. Otherwise, donor information shall be kept strictly confidential by Project Lead The Way, its board members, staff and volunteers, unless permission is obtained from individuals or organizations to release such information. Project Lead The Way is committed to respecting the privacy of its donors.

### **Protecting Children's Privacy**

As a service provider to educational institutions, PLTW is committed to protecting the privacy of children, including any children under the age of 13.

- We adhere to the Children's Online Privacy Protection Act, (COPPA), and do not knowingly register or otherwise collect personally identifiable information from any child under the age of 13 without the prior verifiable consent of the child's parent or guardian.
- Any student information collected by PLTW on or through the Site is collected solely for the benefit of such students and their school systems. Schools that we contract with obtain consent from the parent or guardian of the child, authorizing PLTW to collect and use the child's personally identifiable information for purposes of the PLTW program.
- Parents/guardians may receive, upon written request, a description of the types of personal information collected on the Site; an opportunity to review their child's personal information and/or have the information deleted; and may revoke permission for further use or online collection of a child's personal information.
- Subject to any legal and/or regulatory record keeping requirements, PLTW retains personal information collected from a child for only as long as is necessary to fulfill the purpose for which it was collected and deletes such personal information using reasonable measures to protect against its unauthorized access or use.
- PLTW uses the following method to confirm parental permission for children to use the Site: Program Participants agree to obtain verifiable consent from the

parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources.

PLTW will use the same method to confirm parental permission as required by other laws, including the California Consumer Privacy Act.

## **Retention**

PLTW retains personally identifiable information only as long as it is needed for permissible business purposes, as required by law, and in accordance with record retention policies. Upon expiration of the retention period, personally identifiable information is disposed of in a secure manner.

## **Changes to this privacy policy**

We have the discretion to update this Privacy Policy at any time. When we update the Privacy Policy, we will revise the "updated" date at the top of this page. We encourage Users to frequently check this page for any changes to stay informed about how We collect and use Your information. You acknowledge and agree that it is Your responsibility to review this Privacy Policy periodically and become aware of modifications. By using this Site, You agree that the Privacy Policy applies to any current or past information you have shared with PLTW.

## **Access from Outside the United States; Acceptance of Policy**

- If you are located outside of the United States, please note that any personal information collected through this Site may be transferred to the United States and other countries that might not provide an equivalent level of protection as the data protection laws in your home country.
- Your use of this Site or submission of any personal information constitute your express consent to the collection, use, disclosure, processing and storage of your personal information outside of your home country.
- We collect and use information as reasonably necessary to fulfill requests by Users, to operate Our business, and to comply with law. By using this Site, You signify Your acceptance of this Privacy Policy.
- If You do not agree to this Privacy Policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed Your acceptance of those changes.

## **Contact Us**

If You have any questions about this Privacy Policy or Your interactions with this Site, please contact us at: [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org)

**Updated: November 2019**

# PLTW

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## Finance Committee Meeting

DATE: March 24, 2022

TOPIC: District Finance Update

PREPARED BY: Courtney Whited

### Recommended for:

Action

Discussion

Information

### Purpose/Background:

To provide the Finance Committee an update on ongoing Districtwide project(s)

#### 1. Natural Gas

The Vanguard Energy Services two-year contract expires June 30, 2022 and initial explorations for natural gas have begun with Vanguard and IGS (current electric contract with SD74).

During the first year of the Vanguard contract (JUL 2020 - JUN 2021), invoices totaled \$59,533. The monthly mean was \$4,961 with invoices ranging from \$1,002 (JUN) to \$10,722 (FEB). The current rate from Vanguard is \$0.30600 per therm.

#### **The Vanguard representative stated the following:**

It will renew on a monthly index rate. The market is moving much higher since Russia invaded. I wouldn't recommend a fixed rate at this time (late February 2022). It may decline later this spring, or late third quarter. I would recommend securing a fixed rate at the next market dip.

#### **The IGS representative stated the following:**

The market moves every day, so I can provide refreshed pricing as needed. A 20-month term would align with the District's electricity contract expiring February 2024.

Please see refreshed pricing as of 7:45am on 3/14/2022 for your review:

Term in Months	Start	End	CG Therm Volume	Fixed Price Offer
12	Jul-22	Jun-23	155,500	\$0.497
20	Jul-22	Feb-24	253,390	\$0.476
30	Jul-22	Dec-24	359,490	\$0.446
42	Jul-22	Dec-25	514,990	\$0.434

\$0.476/therm is a 55.6% increase on the current \$0.306/therm rate. Approximate annual natural gas costs may go from \$60,000 to a total that approaches \$86,000.

## **2. Transportation for Regular Education and Charters for AUG 2022 - JUL 2023**

On behalf of District 70, 71, 74 and 219, District 219 took the lead in negotiations with First Student, Inc. Initially, discussions related to the rate increase hovered at 10%. Then, that increase dropped to 7.0%. The Districts will be seeking their own contract paperwork from First Student, Inc. to present to their District for approval.

## **3. Frontline Absence and Substitute Management Software Renewal FY23-FY25**

The Substitute Cooperative (SD #67, 70, 72, 73, 73.5, 74 and 807) relies heavily on this software program. Frontline initially offered a single-year renewal quote that was 5.5% higher than the current \$3,965.19 annual fee. The Finance Committee requested multi-year software contracts when appropriate. Frontline's multi-year offer was extended to SD74 as follows: FY23 +3.0%, FY24 +4.0%, FY25 +4.5%. Look for the final rates to be presented at April's meeting for Board approval in May.

## **4. Northeast Industrial TIF Surplus**

The Lincolnwood Village Board approved a Resolution on March 1, 2022 declaring \$2,012,401 as surplus funds from the NEID TIF. They will process the check in April and send the funds to the Cook County Assessor's Office, where they will distribute the money back to the taxing bodies in the same manner as when property taxes are distributed.