



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
REGULAR MEETING AGENDA
THURSDAY, FEBRUARY 3, 2022 AT **7:30 PM**

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

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

*Agenda of the Regular Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, to be held in the Lincolnwood Village Hall - Council Chambers
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712,
on Thursday, February 3, 2022.*

Bill Reviewers for the Month: Myra A. Foutris and Jay Oleniczak

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

☐ Kevin Daly
☐ Myra A. Foutris
☐ Elaina Geraghty
☐ Jay Oleniczak
☐ Rupal Shah Mandal
☐ Peter D. Theodore
☐ John P. Vranas

ADMINISTRATIVE TEAM MEMBERS

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

2. AUDIENCE TO VISITORS

3. INFORMATION/ACTION: CONSENT AGENDA

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

a. APPROVAL OF MINUTES

- I. Regular Board Meeting Minutes - **JANUARY 6, 2022**
- II. Regular Board Meeting - Closed Session Minutes - **JANUARY 6, 2022**

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b. EMPLOYMENT MATTERS

- I. Personnel Report
- II. FMLA Request

1.	Bennett Nelson , 6th Grade Science Teacher effective February 4, 2022 with an expected return on April 29, 2022	
III.	1 Year Leave Request	
1.	Isabella Fioretto , 4th Grade Teacher, effective for the 2022-2023 school year with an expected return for the 2023-2024 school year	
c.	Policy	
I.	Consent Only - Policies Excluded from 1st Reading for Approval*	
	*These policies are excluded from 1st Reading because they only involve changes in citations or immediate compliance with the law or Illinois School Code.	
1.	5:20 Workplace Harassment Prohibited	12
2.	5:30 Hiring Process and Criteria	15
3.	6:15 School Accountability	18
4.	6:20 School Year Calendar and Day	19
5.	6:50 School Wellness	20
6.	7:10 Equal Educational Opportunities	23
7.	5:200 Terms and Conditions of Employment and Dismissal	25
8.	5:220 Substitute Teachers	26
9.	6:120 Education of Children with Disabilities	27
10.	6:340 Student Testing and Assessment Program	29
11.	7:150 Government Agency and Law Enforcement Interviews of Students at School	30
12.	7:190 Student Behavior	31
d.	2022-23 School Fees	36
	The Finance Committee concurs with the Administration to recommend that the Board of Education approve the 2022-23 School Fee Schedule, as presented.	
e.	Public Act 102-0519 2021 Prior Year Levy Adjustment	40
	The Finance Committee concurs with the Administration to recommend that the Board of Education 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.	
f.	Post-Issuance Tax Compliance Reports	45
	The Finance Committee concurs with the Administration to recommend that the Board of Education accept the findings contained in the Post-Issuance Tax Compliance Reports.	
g.	Supplemental Savings Plan (SSP) from IL Teachers' Retirement System (TRS)	54
	The Finance Committee concurs with the Administration to recommend that the Board of Education adopt the Teachers' Retirement System Supplemental Savings Plan Resolution and approve the corresponding Employer Participation Agreement.	
h.	Varsity Tutors for Schools, LLC	62
	The Finance Committee concurs with the Administration to recommend that the Board of Education approve this contract from Varsity Tutors, LLC for online tutoring services in the amount of \$36,000 from December 1, 2021 - May 31, 2022.	
i.	2022-2023 Encyclopedia Britannica Renewal	75
	The Finance Committee concurs with the Administration to recommend that the Board of Education approve the Britannica School Subscription Renewal Contract in the amount of \$977.50 from January 31, 2022 to June 30, 2023.	
j.	2022-2023 PebbleGo by Capstone Renewal	

The Finance Committee concurs with the Administration to recommend that the Board of Education approve the PebbleGo by Capstone Renewal Contract in the amount of \$1,340.22 from February 28, 2022 to June 30, 2023.

- k. 2022-2023 PowerSchool Group, LLC Renewal Contracts for Registration and SIS Maintenance and Support 95
The Finance Committee concurs with the Administration to recommend that the Board of Education 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.
- l. Raptor Technologies, LLC Subscription Renewal Agreement 129
The Finance Committee concurs with the Administration to recommend that the Board of Education 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.
- m. 2022-23 Swiftreach Networks, LLC Agreement for SwiftK12 for PowerSchool – 136
Unlimited Messaging
The Finance Committee concurs with the Administration to recommend that the Board of Education 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.
- n. Learning A-Z / Vocabulary A-Z Renewal and Alignment 141
The Finance Committee concurs with the Administration to recommend that the Board of Education approve the renewal for Vocabulary A-Z in the amount of \$2,756.25 from January 11, 2022 to August 7, 2022.
- o. Flocabulary by Nearpod Inc. Renewal for the 2021-2022 School Year 158
The Finance Committee concurs with the Administration to recommend that the Board of Education 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.
- p. Request for Proposals (RFP) for Rutledge Hall and Todd Hall Cafeteria Tables 167
The Facilities Committee concurs with the Administration to recommend that the Board of Education approve publication of a Request for Proposals (RFP) in order to purchase cafeteria tables/benches for Todd Hall and Rutledge Hall for installation during Summer 2022.

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

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

Motion by member: _____ Seconded by: _____

4. UNFINISHED BUSINESS
5. NEW BUSINESS
6. COMMUNICATION FROM BOARD MEMBERS
- a. NTDSE/District 807: **John P. Vranas/Kevin Daly**

- b. IASB (Illinois Association of School Boards): **Elaina Geraghty/Myra A. Foutris**
- c. Finance Committee: **Peter D. Theodore/Jay Oleniczak**
- d. Facilities Committee: **John P. Vranas/Elaina Geraghty**
- e. Policy Committee: **Rupal Shah Mandal/Myra A. Foutris**
 - I. 1st Reading by Lincolnwood School District 74 Board of Education
 - 1. 5:50 Drug-and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition 170
 - 2. 5:50 Abused and Neglected Child Reporting 173
 - 3. 5:250 Leaves of Absence 176
 - 4. 5:330 Sick Days, Vacation, Holidays, and Leaves 179
 - 5. 6:135 Accelerated Placement Program 182
 - 6. 7:160 Student Appearance 184
 - 7. 7:180 Prevention of and Response to Bullying, Intimidation, and Harassment 185

- f. President's Report: **Kevin Daly**
 - I. INFORMATION/DISCUSSION/ACTION: Bi-Annual Review of Closed Meeting Minutes 189
 Rationale: The Board of Education semi-annually reviews closed session minutes per 5 ILCS 120/2(c)(21) and Board Policy 2:220.

Recommended Motion: I move that the Lincolnwood School District 74 Board of Education authorize the release of certain closed session minutes, as listed in the attachment between October 6, 2011 to November 4, 2021, which were reviewed by the Board of Education and recommended by the Secretary of the Board of Education, as no longer needing confidential treatment.

Motion by member: _____ Seconded by: _____

- II. INFORMATION/DISCUSSION/ACTION: Destruction of Closed Meeting Audio Recordings 190
Rationale: The Board of Education approves the destruction of particular closed meeting recording(s) that are at least 18 months old and for which approved minutes of the closed meeting already exist, per 5 ILCS 120/2(c)(21) and Board Policy 2:220.

Recommended Motion: I move that the Lincolnwood School District 74 Board of Education authorize the destruction of certain closed session audio recordings, as listed on the attachment, which were held prior to July 1, 2020, and for which approved minutes already exist, as reviewed by the Board of Education and recommended by the Secretary of the Board of Education.

Motion by member: _____ Seconded by: _____

7. COMMUNICATION TO THE BOARD OF EDUCATION

- a. LTA (Lincolnwood Teacher Association): **Travis DuPriest/Stacy Panoutsos (Co-Presidents)**
- b. LSSU (Lincolnwood Support Staff Union): **Tammer Gad (President)**

8. ADMINISTRATIVE REPORTS

- a. Superintendent's Report: **Dr. Kimberly A. Nasshan**
 - I. INFORMATION/DISCUSSION: District Updates
- b. Curriculum and Instruction, Assistant Superintendent's Report: **Dr. David L. Russo**
 - I. INFORMATION/DISCUSSION: Curriculum Department Update
- c. Business and Operations, Business Manager/CSBO: **Courtney Whited**

- I. INFORMATION/DISCUSSION: Finance Report - **NOVEMBER 2021** 191
- II. INFORMATION/DISCUSSION/ACTION: Rejection of All Administration/Rutledge Hall Roofing Bids 215
Rationale: The Lincolnwood School District 74 Board of Education can reject any or all bids.

Recommended Motion: I move that the Lincolnwood School District 74 Board of Education reject all bids for the Summer 2022 Administration Building and Rutledge Hall Roofing project, as presented to the Facilities Committee.

Motion by member: _____ Seconded by: _____

- III. INFORMATION/DISCUSSION/ACTION: Todd Hall and Rutledge Hall Mechanical Unit Bid Award 220
Rationale: The Lincolnwood School District 74 Board of Education must approve invoices over \$10,000.

Recommended Motion: I move that the Lincolnwood School District 74 Board of Education accept the proposal from TEC for the Mechanical Equipment Pre-Purchase for Todd Hall and Rutledge Hall in the amount of \$69,000 for construction work to commence on June 20, 2022 and complete for occupancy by August 5, 2022, as presented to the Facilities Committee.

Motion by member: _____ Seconded by: _____

- IV. INFORMATION/ACTION: Bills Payable in the Amount of \$1,123,267.74. 252
Bills reviewed this month by: Myra A. Foutris and Jay Olenizcak
Rationale: The Board of Education routinely reviews and approves invoices and bills.

Recommended Motion: I move that the Lincolnwood School District 74 Board of Education approve invoices and bills in the amount of \$1,123,267.74.

Motion by member: _____ Seconded by: _____

9. AUDIENCE TO VISITORS

10. RECESS INTO CLOSED SESSION

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

Motion by member: _____ Seconded by: _____

11. ADJOURNMENT

Motion by member: _____ Seconded by: _____

Dr. Kimberly A. Nasshan, Superintendent of Schools

Lincolnwood School District 74 is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or facility, are requested

to contact the District Office at 847-675-8234 promptly to allow Lincolnwood School District 74 to make reasonable accommodations for those persons.



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
REGULAR MEETING MINUTES
THURSDAY, JANUARY 6, 2022 AT **7:30 PM**

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

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

*Minutes of the Regular Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, was held in the Lincolnwood Village Hall - Council Chambers
6900 North Lincoln Avenue, Lincolnwood, Illinois 60712, on Thursday, January 6, 2022.*

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

President Daly called the Regular Meeting to order at 7:30 p.m. Roll call was taken and the Pledge of Allegiance was recited:

MEMBERS PRESENT

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

MEMBERS ABSENT

Jay Oleniczak

ADMINISTRATORS/STAFF PRESENT

Dr. Kimberly A. Nasshan
Dr. David Russo
Courtney Whited

Chris Harmon
Mark Atkinson
Jordan Stephen

Dr. Dominick Lupo
Jennifer Ruttkay
Renee Tolnai

2. AUDIENCE TO VISITORS

None

3. INFORMATION/ACTION: CONSENT AGENDA

a. APPROVAL OF MINUTES

I. Regular Board Meeting Minutes - **DECEMBER 2, 2021**

b. EMPLOYMENT MATTERS

I. Personnel Report

II. FMLA Request

1. **Carol Krikorian**, School Secretary, Lincoln Hall, effective December 8, 2021, expected return January 10, 2022

III. New Employment

1. **Una Ikanovic**, Full time Substitute, District Wide, effective December 6, 2021, Class 1 Level 1 \$51,190 prorated

IV. Resignation

1. **Sam Kott**, Information Technology Assistant, Todd Hall, effective December 3, 2021

c. Policy

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

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

1. 4:120 Food Services

2. 8:100 Relations with Other Organizations and Agencies

3. 2:20 Powers and Duties of the Board of Education; Indemnification

4. 3:40 Superintendent
5. 3:50 Administrative Personnel Other Than the Superintendent
6. 3:60 Administrative Responsibility of the Building Principal
7. 5:10 Equal Employment Opportunity and Minority Recruitment
8. 2:105 Ethics and Gift Ban
9. 2:110 Qualifications, Term, and Duties of Board Officers
10. 2:120 Board Member Development
11. 2:220 Board of Education Meeting Procedure
12. 2:260 Uniform Grievance Procedure
13. 4:170 Safety
14. 4:175 Convicted Child Sex Offender; Screening; Notifications
15. 5:185 Family and Medical Leave

d. Mechanical Equipment Pre-Purchase for Todd Hall and Rutledge Hall

The Facilities Committee concurs with the Administration to recommend to the Board of Education to accept the proposal from Thermosystems, LLC for the Mechanical Equipment Pre-Purchase for Todd Hall and Rutledge Hall in the amount of \$61,800 for construction work to commence on June 20, 2022 and complete for occupancy by August 5, 2022.

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

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

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

Nays: None

Absent: Oleniczak

Motion passed

4. UNFINISHED BUSINESS

None

5. NEW BUSINESS

None

6. COMMUNICATION FROM BOARD MEMBERS

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

Secretary Vranas reported the NTDSE Governing Board did not meet in December 2021. The next meeting is January 13, 2022 at 7 p.m.

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

Vice President Geraghty reported that IASB offers many informative online webinar options.

The Illinois Association of School Boards (IASB) Board of Directors voted November 18, 2021 to terminate the Association's membership in the National School Boards Association (NSBA), effective immediately. The decision follows previous attempts by IASB to initiate changes to the governance structure, transparency, and financial oversight of the national association.

c. Finance Committee: **Peter D. Theodore/Jay Oleniczak**

- The Finance Committee last met on November 18, 2021.
- The December Finance Committee Meeting was cancelled due to a light Agenda. The October 2021 Fund Balance Report has been moved to the Business and Operations section of the Agenda.

- The next Finance Committee meeting is scheduled for Thursday, January 20, 2022 at 6:30 p.m. The public is welcome.

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

- The Facilities Committee last met on December 14, 2021.
- Bids are due January 10, 2022 for the Elevator Service/Maintenance and Modernization. One vendor attended a non-mandatory pre-bid meeting on Tuesday, December 14, 2021.
- IMEG Corporation will perform the field survey for the Summer 2022 Running Track Project before the ground freezes. The Administration toured track spaces at other Township districts. Pictures and dimensions from these locations were presented. The Committee selected an 8-foot track with 3 lanes at an approximate 32-inch width around the entire expanse of the field between Todd Hall and Lincoln Hall. Athi Toufexis, StudioGC, presented options for the surface of the track. The Committee chose to tear out the existing concrete and do the entire track in asphalt without any additional surface coating.
- Athi Toufexis presented several concepts for add-on pieces of equipment on the playgrounds slated for improvements in summer 2022. The Committee rejected the paint panels and would like to see recommendations for activity panels that are more interactive. The Committee would like to have teacher/CCDC input on the selection of new equipment for the CCDC playground area. The Committee liked the Climbing/Fitness Circuit and the Chill Spinner pieces presented for the Rutledge Hall Playground. The surface costs for the three playgrounds was also referenced. The fourth playground (PreK) will be discussed at a future meeting
- Three bids were received for the Rooftop Units. The low bid was from Thermosystems manufactured by Daikin. The Committee inquired about the reliability of Daikin products. The District has some units at Lincoln Hall and they have proved reliable. The Committee concurred with the Administration's recommendation to accept the proposal from Thermosystems, LLC for the Mechanical Equipment Pre-Purchase for Todd Hall and Rutledge Hall in the amount of \$61,800 for construction work to commence on June 20, 2022 and complete for occupancy by August 5, 2022.
- Courtney discussed some youth sports leagues that have inquired about renting District facilities.
- The next Facilities Committee meeting is scheduled for Tuesday, January 18, 2022 at 6:00 p.m. The public is welcome.

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

- The Policy Committee last met on Friday, December 17, 2021.
- The Policy Committee sent (15) policies from Press Plus Issue Number 108 to the Consent Agenda and (6) policies to 1st Reading by the Board of Education.
- The next Policy Committee meeting is scheduled for Friday, January 21, 2022 at 8:30 a.m. The public is welcome.

I. 1st Reading by the Lincolnwood School District 74 Board of Education

1. 4:60 Purchases
2. 4:160 Environmental Quality of Buildings and Grounds
3. 5:150 Personnel Records
4. 5:125 Personal Technology and Social Media; Usage and Conduct
5. 5:120 Employee Ethics; Conduct; and Conflict of Interest
6. 5:100 Staff Development Program

f. President's Report: **Kevin Daly**

President Daly shared important upcoming event dates.

7. COMMUNICATION TO THE BOARD OF EDUCATION

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

No report.

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

No report.

8. ADMINISTRATIVE REPORTS

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

I. District Updates

Superintendent Nasshan thanked the entire Lincolnwood School District 74 learning community for their flexibility to work together this school year.

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

I. Curriculum Department Update

- District families should be looking out for save-the-date information for our Summer Adventures summer school program. The program is scheduled to begin June 20th and will run for five-weeks through July 28th. Information regarding class offerings and registration will be forthcoming.
- This time of the year brings us to the Winter Benchmarking period. Included in this will be the winter administration of the MAP assessment. Families of students in our English Learner program will also be receiving information regarding the upcoming ACCESS assessment. This assessment includes tasks in reading, speaking, listening, and writing.

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

I. Finance Report - **OCTOBER 2021**

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

II. Bills Payable in the Amount of \$2,404,041.93

Bills reviewed this month by: Kevin Daly and Rupal Shah Mandal

It was moved by President Daly and seconded by Member Shah Mandal that the Lincolnwood School District 74 Board of Education approve invoices and bills in the amount of \$2,404,041.93.

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

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

Nays: None

Absent: Oleniczak

Motion passed

Secretary Vranas requested a Point of Personal Privilege. President Daly granted.

Secretary Vranas echoed Superintendent Nasshan's gratitude to everyone working together especially the parents and staff to ensure the District continues offering in person learning. President Daly agreed on behalf of the Lincolnwood School District 74 Board of Education.

9. AUDIENCE TO VISITORS

None

10. RECESS INTO CLOSED SESSION

It was moved by President Daly and seconded by Vice President Geraghty that the Lincolnwood School District 74 Board of Education recess into Closed Session for the purposes of: **5 ILCS 120/2(c)(1), amended by P.A. 101-459 - Personnel and 5 ILCS 120/2(c)(2) - Collective Negotiating.**

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

11. ADJOURNMENT

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

President Daly submitted the motion to a vote and the motion passed at 8:13 p.m.

Kevin Daly, President

John P. Vranas, Secretary

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 5 - Personnel \ General Personnel \

Document Status: Draft Update

General Personnel

5:20 Workplace Harassment Prohibited

The School District expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. District employees shall not engage in harassment or abusive conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, age, citizenship status, work authorization status, PRESSPlus1 disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

The District will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

Sexual Harassment Prohibited

The District shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. The District provides annual sexual harassment prevention training in accordance with State law.

The Superintendent shall use reasonable measures to inform staff members and applicants of this policy, which shall include reprinting this policy in the appropriate handbooks.

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct which has the effect of humiliation, embarrassment or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

Making a Report or Complaint

Employees and *nonemployees* (persons who are not otherwise employees and are directly performing services for the District pursuant to a contract with the District, including contractors, and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may choose to report to a person of the individual's same gender. Every effort should be made to file such reports or complaints as soon as possible, while facts are known and potential witnesses are available.

Aggrieved individuals, if they feel comfortable doing so, should directly inform the person engaging in the harassing conduct or communication that such conduct or communication is offensive and must stop.

Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager. Employees may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the claim according to that policy, in addition to any response required by this policy.

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

Nondiscrimination Coordinator:

David Russo, Assistant Superintendent Curriculum and Instruction

District Office

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

drusso@sd74.org

847-675-8234

Complaint Managers

David Russo, Assistant Superintendent Curriculum and Instruction

Erin Curry, Principal

District Office

Rutledge Hall

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

6850 N. East Prairie Road , Lincolnwood, IL 60712

drusso@sd74.org

ecurry@sd74.org

847-675-8234

847-675-8236

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 ([20 U.S.C. §1681 et seq.](#)), the Nondiscrimination Coordinator or designee shall consider whether action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, should be initiated.

For any other alleged workplace harassment that does not require action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policy 2:260, *Uniform Grievance Procedure*, and/or 5:120, *Employee Ethics; Conduct, and Conflict of Interest*, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in [720 ILCS 5/11-9.1A\(b\)](#), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

A violation of this policy by an employee may result in discipline, up to and including discharge. A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, which for an employee may be up to and including discharge.

Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing complaints or providing information about harassment is prohibited (see Board policy 2:260, *Uniform Grievance Procedure*), and depending upon the law governing the complaint, whistleblower protection may be available under the State Officials and Employees Ethics Act ([5 ILCS 430/](#)), the Whistleblower Act ([740 ILCS 174/](#)), and the Ill. Human Rights Act ([775 ILCS 5/](#)).

An employee should report allegations of retaliation to his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

Recourse to State and Federal Fair Employment Practice Agencies

The District encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U. S. Equal Employment Opportunity Commission.

The Superintendent shall also use reasonable measures to inform staff members, applicants, and nonemployees of this policy, which shall include posting on the District website and/or making this policy available in the District's administrative office, and including this policy in the appropriate handbooks.

LEGAL REF.:

~~Title VII of the Civil Rights Act of 1964~~, 42 U.S.C. §2000e *et seq.*, [Title VII of the Civil Rights Act of 1964](#); 29 C.F.R. §1604.11.

~~Title IX of the Education Amendments of 1972~~, 20 U.S.C. §1681 *et seq.*, [Title IX of the Education Amendments of 1972](#); 34 C.F.R. Part 106.

~~State Officials and Employees Ethics Act~~, 5 ILCS 430/70-5(a), [State Officials and Employees Ethics Act](#).

~~Ill. Human Rights Act~~, 775 ILCS 5/2-101(E) and (E-1), 5/2-102(A), (A-10), (D-5), 5/2-102(E-5), 5/2-109, 5/5-102, and 5/5-102.2, [Ill. Human Rights Act](#).

56 Ill. Admin.Code Parts 2500, 2510, 5210, and 5220.

Burlington Industries v. Ellerth, 524 U.S. 742 (1998).

Berry v. Delta Airlines, 260 F.3d 803 (7th Cir. 2001).

Crawford v. Metro. Gov't of Nashville & Davidson County, 555 U.S. 271 (2009).

Faragher v. City of Boca Raton, 524 U.S. 775 (1998).

Franklin v. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).

Harris v. Forklift Systems, 510 U.S. 17 (1993).

Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005).

Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986).

Oncale v. Sundowner Offshore Services, 523 U.S. 75 (1998).

Porter v. Erie Foods International, Inc., 576 F.3d 629 (7th Cir. 2009).

Sangamon County Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).

Vance v. Ball State University, 133 S. Ct. 2434 (2013).

Williams v. Waste Mgmt., 361 F.3d 1021 (7th Cir. 2004).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: September 10, 2002

REVISED: October 1, 2020

PRESSPlus Comments

PRESSPlus 1. 775 ILCS 5/2-102(A), amended by P.A. 102-233. *Work authorization status* means the status of being a person born outside of the United States, and not a U.S. citizen, who is authorized by the federal government to work in the United States. 775 ILCS 5/2-101(L), added by P.A. 102-233. Under the Ill. Human Rights Act, it is a civil rights violation for an employer to refuse to honor a legal work authorization; however, employers are not required to sponsor any applicant or employee to obtain or modify work authorization status, unless required by federal law. 775 ILCS 5/2-102(G), amended by P.A. 102-233; 775 ILCS 5/2-104(D), added by P.A. 102-233. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 5 - Personnel \ General Personnel \

Document Status: Draft Update

General Personnel

5:30 Hiring Process and Criteria

The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Board of Education policy on equal employment opportunity and minority recruitment. The Superintendent is responsible for recruiting personnel and making hiring recommendations to the Board. If the Superintendent's recommendation is rejected, the Superintendent must submit another. The Superintendent may select personnel on a short-term basis for a specific project or emergency condition before the Board of Education's approval. No individual will be employed who has been convicted of a criminal offense listed in [105 ILCS 5/21B-80\(c\)](#). [PRESSPlus1](#)

Applicants must complete a District application form in order to be considered for employment.

Job Descriptions

The Board maintains the Superintendent's job description and directs, through policy, the Superintendent, in his or her charge of the District's administration.

The Superintendent shall develop and maintain a current, comprehensive job description for each position, however, a provision in a collective bargaining agreement or individual contract will control in the event of a conflict.

Investigations

The Superintendent or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database is performed on each applicant as required by State law. When the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President shall ensure that these checks are completed. The Superintendent or designee, or if the applicant is a successful superintendent candidate, then the Board President shall notify an applicant if the applicant is identified in either database. The School Code requires the Board President to keep a conviction record confidential and share it only with the Superintendent, North Cook Intermediate Service Center, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, ~~or for purposes of clarifying the information,~~ the Ill. Dept. of State Police and/or Statewide Sex Offender Database for purposes of clarifying the information, and/or the Teachers' Retirement System of the State of Illinois when required by law. [PRESSPlus2](#) The Board reserves its right to authorize additional background inquiries beyond a fingerprint-based criminal history records check when it deems it appropriate to do so, in accordance with applicable laws.

Each newly hired employee must complete a U.S. Citizenship and Immigration Services Form as required by federal law.

The District retains the right to discharge any employee whose criminal background investigation reveals a conviction for committing or attempting to commit any of the offenses outlined in [105 ILCS 5/21B-80](#) or who falsifies, or omits facts from, his or her employment application or other employment documents. If an indicated finding of abuse or neglect of a child has been issued by the Ill. Department of Children and Family Services or by a child welfare agency of another jurisdiction for any applicant for student teaching, applicant for employment, or any District employee, then the Board must consider that person's status as a condition of employment.

The Superintendent shall ensure that the District does not engage in any investigation or inquiry prohibited by law and complies with each of the following:

1. The District uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position.
2. The District does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. The District does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. The District does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. The District does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation, unless the applicant's wage or salary history is a matter of public record, or is contained in a document completed by the applicant's current or former employer and then made available to the public by the employer, or then submitted or posted by the employer to comply with State or federal law; or the applicant is a current employee applying for a position with the same current employer.

6. The District does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. The District does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts.
8. The District provides equal employment opportunities to all persons. See policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

Physical Examinations

Each new employee must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease. The physical fitness examination must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations. The employee must have the physical examination performed no more than 90 days before submitting evidence of it to the District.

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations, if the examination is job-related and consistent with business necessity. The Board will pay the expenses of any such examination.

Orientation Program

The District's staff will provide an orientation program for new employees to acquaint them with the District's policies and procedures, the school's rules and regulations, and the responsibilities of their position. Before beginning employment, each employee must sign the *Acknowledgement of Mandated Reporter Status* form as provided in policy 5:90, *Abused and Neglected Child Reporting*.

LEGAL REF.:

42 U.S.C. §12112, Americans with Disabilities Act; 29 C.F.R. Part 1630.

15 U.S.C. § 1681 et seq., Fair Credit Reporting Act.

8 U.S.C. §1324a et seq., Immigration Reform and Control Act.

105 ILCS 5/10-16.7, 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/10-22.34, 5/10-22.34b, 5/21B-10, 5/21B-80, 5/21B-85, 5/10-22.34, 5/10-22.34b, 5/22-6.5, and 5/24-5.

20 ILCS 2630/3.3, Criminal Identification Act.

820 ILCS 55/, Right to Privacy in the Workplace Act.

820 ILCS 70/, Employee Credit Privacy Act.

Americans with Disabilities Act, 42 U.S.C. §12112, and 29 C.F.R. Part 1630.

Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.

Duldulao v. St. Mary of Nazareth Hospital, 136 Ill. App. 3d 763 (1st Dist. 1985), *aff'd in part and remanded* 115 Ill.2d 482 (Ill. 1987).

Kaiser v. Dixon, 127 Ill. App. 3d 251 (2nd Dist. 1984).

Molitor v. Chicago Title & Trust Co., 325 Ill. App. 124 (1st Dist. 1945).

CROSS REF.: 3:50 (Administrative Personnel Other than the Superintendent), 4:175 (Convicted Child Sex Offender; Criminal Background Check and/or Screen; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:220 (Substitute Teachers), 5:280 (Duties and Qualifications)

ADOPTED: September 10, 2002

REVISED: October 7, 2021

REVIEWED: October 7, 2021

PRESSPlus Comments

PRESSPlus 1. For additional information regarding implementation of 775 ILCS 5/2-103.1, added by P.A. 101-656 (employment decisions based on conviction records), see footnotes 5 and 6 of the sample policy, available at **PRESS** Online by logging in at www.iasb.com. Footnote 5 is updated in response to the Ill. Human Rights Act (IHRA), 775 ILCS 5/2-103.1(c), added by P.A. 101-656, with a discussion regarding application of the IHRA's *interactive assessment* requirement for disqualifying offenses listed in 105 ILCS 5/21B-80, and footnote 6 is updated in response to Ill. Dept. of Human Rights (IDHR) guidance for implementation of 775 ILCS 5/2-103.1, added by P.A. 101-656, at: www2.illinois.gov/dhr/Pages/Conviction_Record_Protection_Frequently_Asked_Questions.aspx. **Issue 108, November 2021**

PRESSPlus 2. 105 ILCS 5/21B-85, amended by P.A. 102-552, requires a board to provide prompt written notice to the board of trustees of the Teachers' Retirement System of the State of Illinois (TRS) when it learns that any teacher has been convicted of a felony offense (which provides for a sentence of death or imprisonment for one year or more). The notice to TRS is limited to (1) the name of the license holder, (2) fact of conviction, (3) name and location of the court in which the conviction occurred, and (4) the assigned case number from the court. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 6 - Instruction \

Document Status: Draft Update

Instruction

6:15 School Accountability

According to the Illinois General Assembly, the primary purpose of schooling is the transmission of knowledge and culture through which students learn in areas necessary to their continuing development and entry into the world of work. To fulfill that purpose, the Ill. State Board of Education (ISBE) prepared State Goals for Learning with accompanying Illinois Learning Standards.

The Board of Education gives priority in the allocation of resources, including funds, time, personnel, and facilities, to fulfilling this purpose.

Quality Assurance

The Board continuously monitors student achievement and the quality of the District's work. The Superintendent shall supervise the following quality assurance components, in accordance with State law and ISBE rules, and continuously keep the Board informed:

1. Prepare each school's annual recognition application and quality assurance appraisal, whether internal or external, to assess each school's continuous school improvement.
2. Continuously assess the District's and each school's overall performance in terms of both academic success and equity. This includes, without limitation, a thorough analysis of ISBE's balanced accountability measure and each school's Multiple Measure Index and corresponding Annual Measurable Objective provided by ISBE.
3. If applicable, develop District and School Improvement Plans, present them for Board approval, and supervise their implementation.
4. Prepare a school report card, present it at a regular Board meeting, and disseminate it as provided in State law.
5. In accordance with [105 ILCS 5/2-3.153](#), annually administer a climate survey on the instructional environment within the school to, at minimum, students in grades 4 through 8 and teachers.

The Superintendent shall make regular assessment reports to the Board, including projections whether the District and each school is or will be making adequate yearly progress as defined in State law. The Superintendent shall seek Board approval for each District and/or school improvement plan and otherwise when necessary or advisable.

LEGAL REF.:

[105 ILCS 5/2-3.25](#), [5/2-3.25a](#), [5/2-3.25b](#), [5/2-3.25c](#), [5/2-3.25d-5](#), [5/2-3.25e-5](#), [5/2-3.25f](#), [5/2-3.25f-5](#), [5/2-3.63](#), [5/2-3.64a-5](#), [5/2-3.153](#), [5/10-17a](#), [PRESSPlus1 5/10-21.3a](#), and [5/27-1](#).

[23 Ill.Admin.Code Part 1, Subpart A](#): Recognition Requirements.

CROSS REF.: 6:170 (Title I Programs), 6:340 (Student Testing and Assessment Program), 7:10 (Equal Educational Opportunities)

ADOPTED: January 12, 2016

REVISED: April 4, 2019

REVIEWED: April 4, 2019

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/10-17a, amended by P.A.s 101-68, 102-294, eff. 1-1-22 (data on the number of incidents of violence that occurred on school grounds or during school-related activities and that resulted in an out-of-school suspension, expulsion, or removal to an alternative setting), 102-594, eff. 7-1-22 (the number of teachers who are National Board Certified Teachers, disaggregated by race and ethnicity), and 102-539 (school report card deliveries delayed until 12-31 in years when the Governor declares a public health emergency). **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 6 - Instruction \

Document Status: Draft Update

Instruction

6:20 School Year Calendar and Day

School Calendar

The Board of Education, upon the Superintendent's recommendation and subject to State regulations, annually establishes the dates for opening and closing classes, teacher institutes and in-services, the length and dates of vacations, and the days designated as legal school holidays. The school calendar shall have a minimum of 185 days to ensure 176 days of actual student attendance.

Commemorative Holidays

The teachers and students shall devote a portion of the school day on each commemorative holiday designated in the School Code to study and honor the commemorated person or occasion. The Board of Education may, from time to time, designate a regular school day as a commemorative holiday.

School Day

Please refer to the current "Agreement between the Board of Education, School District #74, Lincolnwood, Illinois, and the Lincolnwood Teacher's Association, Local 1274 IFT/AFT, AFL-CIO and the Lincolnwood Support Staff Union, Local 1274 IFT/AFT, AFL-CIO for additional information, if applicable."

The Board of Education establishes the length of the school day with the recommendation of the Superintendent and subject to State law requirements.

LEGAL REF.:

[105 ILCS 5/10-19](#), [5/10-19.05](#), [5/10-20.56](#), [5/10-24.46](#), [5/10-30](#), [5/18-12](#), [5/18-12.5](#), [5/24-2](#), [5/27-3](#), [5/27-18](#), [5/27-19](#), [5/27-20](#), [5/27-20.1](#), [5/27-20.2](#), and [20/1](#).

[10 ILCS 5/11-4.1](#).

[5 ILCS 490/](#), State Commemorative Dates Act, [PRESSPlus1](#)

[23 Ill.Admin.Code §1.420\(f\)](#).

Metz v. Leininger, 850 F.Supp. 740 (N.D. Ill. 1994), *aff'd* by 57 F.3d 618 (7th Cir. 1995).

CROSS REF.: 2:20 (Powers and Duties of the Board of Education; Indemnification), 4:180 (Pandemic Preparedness; Management; and Recovery), 5:200 (Terms and Conditions of Employment and Dismissal), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: September 10, 2002

REVISED: September 2, 2021

REVIEWED: September 2, 2021

Comments: Brian Bare asked us to include for additional information, if applicable on all such policies 9/2/21

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 6 - Instruction \

Document Status: Draft Update

Instruction

6:50 School Wellness

Student wellness, including good nutrition and physical activity, shall be promoted in the District's educational program, school-based activities, and meal programs. This policy shall be interpreted consistently with Section 204 of the Child Nutrition and WIC Reauthorization Act of 2004 and the Healthy Hunger-Free Kids Act of 2010 (HHFKA).

The Superintendent will ensure:

1. Each school building complies with this policy;
2. The policy is available to the community on an annual basis through copies of or online access to the Board Policy Manual; and
3. The community is informed about the progress of this policy's implementation.

Goals for Nutrition Education and Nutrition Promotion

The goals for addressing nutrition education and nutrition promotion include the following:

- Schools will support and promote sound nutrition for students.
- Schools will foster the positive relationship between sound nutrition, physical activity, and the capacity of students to develop and learn.
- Nutrition education will be part of the District's comprehensive health education curriculum. See Board policy 6:60, *Curriculum Content*.

Goals for Physical Activity

The goals for addressing physical activity include the following:

- Schools will support and promote an active lifestyle for students.
- Physical education will be taught in all grades and shall include a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. See Board policies 6:60, *Curriculum Content* and Board policy 7:260, *Exemption from Physical Education*.
- During the school day, all students will be required to engage in a physical education course as required by Illinois Law, unless otherwise exempted. See Board policies 6:60, *Curriculum Content* [PRESSPlus1](#) and Board policy 7:260, *Exemption from Physical Education*.
- The curriculum will be consistent with and incorporate relevant *Illinois Learning Standards for Physical Development and Health* as established by the Illinois State Board of Education (ISBE).

Nutrition Guidelines for Foods Available During the School Day; Marketing Prohibited

Students will be offered and schools will promote nutritious food and beverage choices during the school day that are consistent with Board policy 4:120, *Food Services* (requiring compliance with the nutrition standards specified in the U.S. Dept. of Agriculture's (USDA) *Smart Snacks* rules).

In addition, in order to promote student health and reduce childhood obesity, the Superintendent or designee shall:

1. Restrict the sale of *competitive foods*, as defined by the USDA, in the food service areas during meal periods;
2. Comply with all ISBE rules; and
3. Prohibit marketing during the school day of foods and beverages that do not meet the standards listed in Board policy 4:120, *Food Services*, i.e., in-school marketing of food and beverage items must meet *competitive foods* standards.

Competitive foods standards do not apply to foods and beverages available, but not sold in school during the school day; e.g., brown bag lunches, foods for classroom parties, school celebrations, and reward incentives.

Exempted Fundraising Day (EFD) Requests

20

All food and beverages sold to students on the school campuses of participating schools during the school day must comply with the “general nutrition standards for competitive foods” specified in federal law.

ISBE rules prohibit EFDs for grades 8 and below in participating schools.

Guidelines for Reimbursable School Meals

Reimbursable school meals served shall meet, at a minimum, the nutrition requirements and regulations for the National School Lunch Program and/or School Breakfast Program.

Unused Food Sharing Plan [PRESSPlus2](#)

In collaboration with the District’s local health department, the Superintendent or designee will:

1. Develop and support a food sharing plan (Plan) for unused food that is focused on needy students. [PRESSPlus3](#)
2. Implement the Plan throughout the District.
3. Ensure the Plan complies with the Richard B. Russell National School Lunch Act, as well as accompanying guidance from the U.S. Department of Agriculture on the Food Donation Program. [PRESSPlus4](#)
4. Ensure that any leftover food items are properly donated to combat potential food insecurity in the District’s community. Properly means in accordance with all federal regulations and State and local health and sanitation codes.

Monitoring

Annually, the Superintendent shall provide implementation data and/or reports to the Board concerning this policy’s implementation sufficient to allow the Board to monitor and adjust the policy (a annual report). This annual report must include without limitation each of the following:

- An assessment of the District’s implementation of the policy
- The extent to which schools in the District are in compliance with the policy
- The extent to which the policy compares to model local school wellness policies
- A description of the progress made in attaining the goals of the policy
- How the District will make the results of the assessment available to the public
- Where the District will retain records of the assessment

The Board will monitor and adjust the policy pursuant to policy 2:240, *Board Policy Development*.

Community Involvement

The Board and Superintendent will actively invite suggestions and comments concerning the development, implementation, periodic reviews, and updates of the school wellness policy from parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the community. Community involvement methods shall align their suggestions and comments to policy 2:140, *Communications To and From the Board*.

Recordkeeping

The Superintendent shall retain records to document compliance with this policy, the District’s records retention protocols, and the Local Records Act.

LEGAL REF.:

~~Child Nutrition and WIC Reauthorization Act of 2004,~~ Pub. L. 108-265, Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004.

~~Child Nutrition Act of 1966,~~ 42 U.S.C. §1771 ~~et seq.~~ Child Nutrition Act of 1966.

~~National School Lunch Act,~~ 42 U.S.C. §1751 ~~et seq.~~ National School Lunch Act.

~~Healthy, Hunger-Free Kids Act of 2010,~~ 42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010.

42 U.S.C. §1779, as implemented by 7 C.F.R. §§210.11 and 210.31.

~~Local Records Act,~~ 50 ILCS 205/ Local Records Act.

105 ILCS 5/2-3.139.

23 Ill.Admin.Code Part 305, Food Program.

ISBE's *School Wellness Policy* Goal, adopted Oct. 2007.

CROSS REF.: 2:140 (Communications To and From the Board), 2:150 (Committees), 2:240 (Board Policy Development), 4:120 (Food Services), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 7:260 (Exemption from Physical Education), 8:10 (Connection with the Community)

ADOPTED: May 30, 2006

REVISED: June 7, 2018

REVIEWED: June 7, 2018

Comments: The District is keeping Adopted date and only one Revised/Reviewed date for every policy

PRESSPlus Comments

PRESSPlus 1. Policy 6:50's sample text is based upon federal and State *goals* while sample policy 6:60, *Curriculum Content*'s text is based only upon State curriculum requirements that require a minimum of three days of physical education per five-day week (with an exception for schools engaged in block scheduling). Ensure the text in this policy's goal aligns with the district's practice stated in policy 6:60 for meeting the minimum requirements of 23 Ill.Admin.Code §1.425(b). If the board adopts changes to this policy's goal, enter the change, and use the save status "Adopted with Additional District Edits." **Issue 108, November 2021**

PRESSPlus 2. Updated in response to 105 ILCS 5/2-3.182, added by P.A. 102-359. Food sharing plans will depend on many local factors and require local health department involvement, so because of that, a sample **PRESS** administrative procedure is not practical and does not exist. **Issue 108, November 2021**

PRESSPlus 3. *Needy students* is not defined by 105 ILCS 5/2-3.182, added by P.A. 102-359. **Issue 108, November 2021**

PRESSPlus 4. Required for districts that participate in child nutrition programs, the National School Lunch Program and National School Breakfast Program, the Child and Adult Care Food Program (CACFP), and the Summer Food Service Program (SFSP). See 105 ILCS 5/2-3.182, added by P.A. 102-359. Delete number 3 *only if* the district participates in none of the programs listed. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 7 - Students \

Document Status: Draft Update

Students

7:10 Equal Educational Opportunities

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, immigration status, order of protection status, actual or potential marital or parental status, including pregnancy. Further, the District will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status, except that the District remains viewpoint neutral when granting access to school facilities under Board Policy 8:20, *Community Use of School Facilities*. Any student may file a discrimination grievance by using the Uniform Grievance Procedure.

Sex Equity

No student shall, based on sex, sexual orientation, or gender identity be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities.

Any student may file a sex equity complaint by using the Uniform Grievance Procedure. A student may appeal the Board of Education's resolution of the complaint to the North Cook Intermediate Service Center (pursuant to [105 ILCS 5/3-10](#) of the School Code) and, thereafter, to the State Superintendent of Education (pursuant to [105 ILCS 5/2-3.8](#) of the School Code).

Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator, who also serves as the District's Title IX Coordinator. The Superintendent and Building Principal shall use reasonable measures to inform staff members and students of this policy and related grievance procedures.

LEGAL REF.:

[20 U.S.C. §1681](#) et seq., Title IX of the Education Amendments of 1972; [34 C.F.R. Part 106](#).

[29 U.S.C. §791](#) et seq., Rehabilitation Act of 1973.

[42 U.S.C. §11431](#) et seq., McKinney-Vento Homeless Assistance Act.

[Good News Club v. Milford Central Sch.](#), 533 U.S. 98 (2001).

[Ill. Constitution, Art. I](#), §18.

105 ILCS 5/3.25b, 5/3.25d(b), 5/10-20.12, 5/10-20.60, [5/10-20.63](#) (P.A.s 100-29 and 100-163, final citations pending), [PRESSPlus1](#) 5/10-22.5, and 5/27-1.

[775 ILCS 5/1-101](#) et seq., Illinois Human Rights Act.

[775 ILCS 35/5](#), Religious Freedom Restoration Act.

[23 Ill.Admin.Code §1.240](#) and [Part 200](#).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:130 (Student Rights and Responsibilities), 7:160 (Student Appearance), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:250 (Student Support Services), 7:330 (Student Use of Buildings - Equal Access), 7:340 (Student Records), 8:20 (Community Use of School Facilities)

ADOPTED: September 10, 2002

REVISED: September 3, 2020

REVIEWED: September 3, 2020

Adopted: September 2, 2020

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 5 - Personnel \ Professional Personnel \

Document Status: Draft Update

Professional Personnel

5:200 Terms and Conditions of Employment and Dismissal

School Year, School Day (Teacher Work Day), Assignments and Transfers, Dismissal, Evaluation

Please refer to the current “Agreement between the Board of Education, School District #74, Lincolnwood, Illinois, and the Lincolnwood Teacher’s Association, Local 1274 IFT/AFT, AFL-CIO and the Lincolnwood Support Staff Union, Local 1274 IFT/AFT, AFL-CIO for additional information, if applicable.”

The District accommodates employees who are nursing mothers according to provisions in State and federal law.

Duty-Free Lunch

Teachers employed for at least four hours per day shall receive a duty-free lunch equivalent to the student lunch period, or 30 minutes, whichever is longer.

School Social Worker Services Outside of District Employment

School social workers may not provide services outside of their District employment to any student(s) attending school in the District. *School social worker* has the meaning stated in [105 ILCS 5/14-1.09a](#).

Salary

Teachers shall be paid according to the salaries fixed by the Board of Education, but in no case less than the minimum salary provided by the School Code. Teachers shall be paid at least monthly on a 10- or 12-month basis.

LEGAL REF.:

[105 ILCS 5/10-19](#), [5/10-19.05](#), [5/10-20.65](#), [5/14-1.09a](#), [5/22.4](#), [5/24-16.5](#), [5/24-2](#), [5/24-8](#), [5/24-9](#), [5/24-11](#), [5/24-12](#), [5/24-21](#), [5/24A-1 through 24A-20](#).

820 ILCS 260/, [Nursing Mothers in the Workplace Act](#) ~~1 et seq.~~ [PRESSPlus1](#)

[23 Ill.Admin.Code Parts 50](#) (Evaluation of Educator Licensed Employees) and [51](#) (Dismissal of Tenured Teachers).

[Cleveland Bd. of Educ. v. Loudermill](#), 470 U.S. 532(1985).

CROSS REF.: 5:290 (Employment Termination and Suspensions), 6:20 (School Year Calendar and Day)

ADOPTED: September 10, 2002

REVISED: September 2, 2021

REVIEWED: September 2, 2021

Comments: Brian Bare asked us to add for additional information, if applicable on all such policies 9/2/21

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 5 - Personnel \ Professional Personnel \

Document Status: Draft Update

Professional Personnel

5:220 Substitute Teachers

The Superintendent may employ substitute teachers as necessary to replace teachers who are temporarily absent.

A substitute teacher must hold either a valid teaching or substitute license and may teach in the place of a licensed teacher who is under contract with the Board. There is no limit on the number of days that a substitute teacher may teach in the District during the school year, except as follows:

1. A substitute teacher holding a substitute license may teach for any one licensed teacher under contract with the District only for a period not to exceed 90 paid school days in any one school term.
2. A teacher holding a Professional Educator License or Educator License with Stipulations may teach for any one licensed teacher under contract with the District only for a period not to exceed 120 paid school days.

The ~~Illinois~~ Teachers' Retirement System (TRS) limits a substitute teacher who is a TRS annuitant to substitute teaching for a period not to exceed 120 paid days or 600 paid hours in each school year, but not more than 100 paid days in the same classroom. Beginning July 1, 2023, [PRESSPlus1](#) a substitute teacher who is a TRS annuitant may substitute teach for a period not to exceed 100 paid days or 500 paid hours in any school year, unless the subject area is one where the Regional Superintendent has certified that a personnel shortage exists.

The School Board establishes a daily rate of pay for substitute teachers. Substitute teachers receive only monetary compensation for time worked and no other benefits.

Emergency Situations

A substitute teacher may teach when no licensed teacher is under contract with the Board if the District has an emergency situation as defined in State law. During an emergency situation, a substitute teacher is limited to 30 calendar days of employment per each vacant position. The Superintendent shall notify the appropriate Intermediate Service Center within five business days after the employment of a substitute teacher in an emergency situation.

LEGAL REF.:

[105 ILCS 5/10-20.68](#), [5/21B-20\(2\)](#), [5/21B-20\(3\)](#), and [5/21B-20\(4\)](#).

[23 Ill.Admin.Code §1.790](#) (Substitute Teacher) and [§25.520](#) (Substitute Teaching License).

CROSS REF.: 5:30 (Hiring Process and Criteria)

ADOPTED: February 5, 2015

REVISED: September 3, 2020

REVIEWED: September 3, 2020

PRESSPlus Comments

PRESSPlus 1. Updated in response to P.A. 102-537, changing the date to 7-1-23, previously 7-1-21.

TRS annuitants may return to teach in subject shortage area through 6-30-24, previously 6-30-21. P.A. 102-440. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 6 - Instruction \

Document Status: Draft Update

Instruction

6:120 Education of Children with Disabilities

The District shall provide a free appropriate public education in the least restrictive environment and necessary related services to all children with disabilities enrolled in the District, as required by the Individuals With Disabilities Education Act (IDEA) and implementing provisions of the School Code, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act. The term *children with disabilities*, as used in this policy, means children between ages 3 and ~~15~~²¹ (inclusive) ^{PRESSPlus1} for whom it is determined, through definitions and procedures described in the Ill. State Board of Education (ISBE) *Special Education* rules, that special education services are needed.

It is the intent of the District to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to ~~the~~ IDEA.

For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in the ISBE *Special Education* rules. For those students who are not eligible for services under IDEA, but, because of disability as defined by Section 504 of the Rehabilitation Act of 1973, need or are believed to need special instruction or related services, the District shall establish and implement a system of procedural safeguards. The safeguards shall cover students' identification, evaluation, and educational placement. This system shall include notice, an opportunity for the student's parent(s)/guardian(s) to examine relevant records, an impartial hearing with opportunity for participation by the student's parent(s)/guardian(s), and representation by counsel, and a review procedure.

It is the policy of this school district to provide students an education in a safe and orderly environment, while encouraging parents to participate fully and effectively with school personnel in the development of appropriate special education programming for his or her child. Pursuant to the Illinois School Code, [105 ILCS 5/14-8.02](#), the District shall allow parent(s)/guardian(s) reasonable access to the District's educational facilities, personnel, classrooms, and buildings and to the child to observe their child in the school setting or to visit an educational placement or program proposed for their child. The District shall allow an independent educational evaluator, or a qualified professional retained by or on behalf of a parent or student, reasonable access to the District's educational facilities, personnel, classrooms, and buildings and to the student in order to conduct an evaluation of the child, the child's performance, the child's current educational program, placement, services, or environment, or any educational program, placement, services, or environment proposed for the child. This policy shall apply to all programming and facilities supported in whole, or in part, by public funds, and subject to the control of the District.

The Superintendent or his /her designee is hereby authorized and directed to establish procedures to implement this policy. All visitors must comply with all applicable District policies, procedures and guidelines for visitations, including those laws protecting the confidentiality of education records such as the Family Educational Rights and Privacy Act and the Illinois School Student Records Act. District personnel have the right to accompany any visitor during an observation and to terminate a visit at any time if the visitor fails to abide by the District's Policy or Procedures or otherwise disrupts the educational process.

The District may maintain membership in one or more cooperative associations of school districts that shall assist the School District in fulfilling its obligations to the District's ~~disabled~~ ^{with disabilities} students.

If necessary, students may also be placed in private school education facilities.

LEGAL REF.:

[20 U.S.C. §1400](#) et seq., Individuals With Disabilities Education Improvement Act of 2004.

[29 U.S.C. §794](#), Rehabilitation Act of 1973, Section 504.

[42 U.S.C. §12101](#) et seq., Americans With Disabilities Act.

[34 C.F.R. Part 106](#).

34 C.F.R. ~~§~~Part 300. [105 ILCS 5/14-1.01](#) et seq., [5/14-7.02](#), and [5/14-7.02b](#).

[23 Ill.Admin.Code Part 226](#).

CROSS REF. 2:150 (Committees), 7:230 (Misconduct by Students with Disabilities)

ADOPTED: October 5, 2010

REVISED: November 7, 2013

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/14-6.01 states that high school districts are financially responsible for the education of children with disabilities who reside in their districts when such children reach age 15, but they may admit children with disabilities into special education facilities without regard to graduation from the eighth grade after they reach age 14 ½. When a child with a disability turns 14 ½ years old, it is the elementary school district's responsibility to notify the high school district of the child's current eligibility, program, and evaluation data upon which the current program is based. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 6 - Instruction \

Document Status: Draft Update

Instruction

6:340 Student Testing and Assessment Program

The District student assessment program provides information for determining individual student achievement and instructional needs, curriculum and instruction effectiveness, and school performance measured against District student learning objectives and statewide norms.

The Superintendent or designee shall manage the student assessment program that, at a minimum:

1. Administers to students all standardized assessments required by the Ill. State Board of Education (ISBE) and/or any other appropriate assessment methods and instruments, including norm and criterion-referenced achievement tests, aptitude tests, proficiency tests, and teacher-developed tests.
2. Informs students of the timelines and procedures applicable to their participation in every State assessment.
3. Provides each student's parents/guardians with the results or scores of each State assessment. See policy 6:280, *Grading and Promotion*.
4. Utilizes professional testing practices.

Overall student assessment data on tests required by State law will be aggregated by the District and reported, along with other information, on the District's annual report card. All reliable assessments administered by the District and scored by entities outside of the District must be (1) reported to ISBE on its form by the 30th day of each school year, and (2) made publicly available to parents/guardians of students and to the community. Board policy 7:340, *Student Records*, and its implementing procedures govern recordkeeping and access issues.

LEGAL REF.:

[20 U.S.C. §1232g](#), Family Educational Rights and Privacy Act.

[105 ILCS 10/](#), Illinois School Student Records Act.

105 ILCS 5/2-3.63, 5/2-3.64a-5, [5/2-3.64a-10](#), [5/2-3.107](#), [5/2-3.153](#), 5/10-17a, 5/22-82, and 5/27-1.

[23 Ill. Admin. Code §1.30\(b\) and §375.10](#). [PRESSPlus1](#)

CROSS REF.: 6:15 (School Accountability), 6:280 (Grading and Promotion), 7:340 (Student Records)

ADOPTED: February 5, 2015

REVISED: January 7, 2021

REVIEWED: January 7, 2021

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 7 - Students \

Document Status: Draft Update

Students

7:150 Government Agency and Law Enforcement Interviews of Students at School

The Superintendent shall develop procedures to manage requests by agency officials or police officers to interview students at school. Procedures will:

1. Recognize individual student rights and privacy,
2. Recognize the potential impact an interview may have on an individual student,
3. Minimize potential disruption,
4. Foster a cooperative relationship with public agencies and law enforcement, and
5. Comply with State law including, but not limited to, ensuring that before a law enforcement officer, school resource officer, or other school security person detains and questions on school grounds a student under 18 years of age who is suspected of committing a criminal act, the Superintendent or designee will:
 - a. Notify or attempt to notify the student's parent/guardian and document the time and manner in writing;
 - b. Make reasonable efforts to ensure the student's parent/guardian is present during questioning or, if they are not present, ensure that school employees (including, but not limited to, a school social worker, psychologist, nurse, ~~guidance~~ [PRESSPlus1](#) counselor, or any other mental health professional) are present during the questioning; and
 - c. If practicable, make reasonable efforts to ensure a trained law enforcement officer to promote safe interactions and communications with the student is present during questioning.

LEGAL REF.:

105 ILCS 5/10-20.64, 5/22-88.5 (~~final citation pending~~)

[55 ILCS 80/](#), Children's Advocacy Center Act.

[325 ILCS 5/](#), Abused and Neglected Child Reporting Act.

[720 ILCS 5/31-1](#) et seq., Interference with Public Officers Act.

[725 ILCS 120/](#), Rights of Crime Victims and Witnesses Act.

CROSS REF.: 5:90 (Abused and Neglected Child Reporting), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:190 (Student Behavior)

ADOPTED: September 10, 2002

REVISED: February 6, 2020

REVIEWED: February 6, 2020

PRESSPlus Comments

PRESSPlus 1. Updated in response to P.A. 102-197, changing the term *school guidance counselor* to *school counselor* to clarify that a school counselor's role is broader than the role of a school guidance counselor. School counselors have a licensed school support personnel endorsement, and the role of a school counselor includes academic, social-emotional, and college and career counseling. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021
POLICY COMMITTEE MEETING JANUARY 21, 2022
ANSWER REQUIRED

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 7 - Students \

Document Status: Draft Update

Students

7:190 Student Behavior

The goals and objectives of this policy are to provide effective discipline practices that: (1) ensure the safety and dignity of students and staff; (2) maintain a positive, weapons-free, and drug-free learning environment; (3) keep school property and the property of others secure; (4) address the causes of a student's misbehavior and provide opportunities for all individuals involved in an incident to participate in its resolution; and (5) teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society.

When and Where Conduct Rules Apply

A student is subject to disciplinary action for engaging in *prohibited student conduct*, as described in the section with that name below, whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any time;
2. Off school grounds at a school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling to or from school or a school activity, function, or event; or
4. Anywhere, if the conduct interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including, but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

Prohibited Student Conduct

The school administration is authorized to discipline students for gross disobedience or misconduct, including but not limited to:

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes.
2. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, selling, or offering for sale:
 - a. Any illegal drug or controlled substance, or cannabis (including marijuana, hashish, and medical cannabis unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*).
 - b. Any anabolic steroid unless it is being administered in accordance with a physician's or licensed practitioner's prescription.
 - c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or licensed practitioner's prescription.
 - d. Any prescription drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with the prescription or prescribing physician's or licensed practitioner's instructions. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*.
 - e. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
 - f. Any substance inhaled, injected, smoked, consumed, or otherwise ingested or absorbed with the intention of causing a physiological or psychological change in the body, including without limitation, pure caffeine in tablet or powdered form.
 - g. *Look-alike* or counterfeit drugs, including a substance that is not prohibited by this policy, but one: (a) that a student believes to be, or represents to be, an illegal drug, controlled substance, or other substance that is prohibited by this policy; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug, controlled substance, or other substance that is

prohibited by this policy.

- h. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances.

Students who are under the influence of any prohibited substance are not permitted to attend school or school functions and are treated as though they had the prohibited substance, as applicable, in their possession.

4. Using, possessing, controlling, or transferring a *weapon* as that term is defined in the **Weapons** section of this policy, or violating the **Weapons** section of this policy.
5. Using a cellular telephone, video recording device, personal digital assistant (PDA), an electronic paging device, or other electronic device in any manner that disrupts the educational environment or violates the rights of others, including using the device to take photographs in locker rooms or bathrooms, cheat, or otherwise violate student conduct rules. Prohibited conduct specifically includes, without limitation, creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person through the use of a computer, electronic communication device, or cellular phone. Unless otherwise banned under this policy or by the Building Principal, all electronic devices must be kept powered-off or silenced [PRESSPlus1](#) and out-of-sight [Q1](#) during the regular school day unless: (a) the supervising teacher grants permission; (b) use of the device is provided in a student's individualized education program (IEP); (c) it is used during the student's lunch period, or (d) it is needed in an emergency that threatens the safety of students, staff, or other individuals.
6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.
8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.
9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying (as described in Board Policy 7:180, *Prevention Of and Response To Bullying, Intimidation, and Harassment*), bullying using a school computer or a school computer network, or other comparable conduct.
10. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.
11. Teen dating violence, as described in Board policy 7:185, *Teen Dating Violence Prohibited*.
12. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
13. Entering school property or a school facility without proper authorization.
14. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.
15. Being absent without a recognized excuse; State law and School Board policy regarding truancy control will be used with chronic and habitual truants.
16. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.
17. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
18. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
19. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.
20. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Superintendent or designee.
21. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

substance, including situations in which the item is: (a) on the student's person; (b) contained in another item belonging to, or under the control of, the student, such as in the student's clothing, backpack, or automobile; (c) in a school's student locker, desk, or other school property; or (d) at any location on school property or at a school-sponsored event.

Efforts, including the use of positive interventions and supports, shall be made to deter students, while at school or a school-related event, from engaging in aggressive behavior that may reasonably produce physical or psychological harm to someone else. The Superintendent or designee shall ensure that the parent/guardian of a student who engages in aggressive behavior is notified of the incident. The failure to provide such notification does not limit the Board's authority to impose discipline, including suspension or expulsion, for such behavior.

No disciplinary action shall be taken against any student that is based totally or in part on the refusal of the student's parent/guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student.

Disciplinary Measures

School officials shall limit the number and duration of expulsions and out-of-school suspensions to the greatest extent practicable, and, where practicable and reasonable, shall consider forms of non-exclusionary discipline before using out-of-school suspensions or expulsions. School personnel shall not advise or encourage students to drop out voluntarily due to behavioral or academic difficulties. Potential disciplinary measures include, without limitation, any of the following:

1. Notifying parent(s)/guardian(s).
2. Disciplinary conference.
3. Withholding of privileges.
4. Temporary removal from the classroom.
5. Return of property or restitution for lost, stolen, or damaged property.
6. In-school suspension. The Building Principal or designee shall ensure that the student is properly supervised.
7. After-school study or Saturday study provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure may be used. The student must be supervised by the detaining teacher or the Building Principal or designee.
8. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. The District will not provide transportation. School administration shall use this option only as an alternative to another disciplinary measure, giving the student and/or parent/guardian the choice.
9. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
10. Suspension of bus riding privileges in accordance with Board policy 7:220, *Bus Conduct*.
11. Out-of-school suspension from school and all school activities in accordance with Board policy 7:200, *Suspension Procedures*. A student who has been suspended may also be restricted from being on school grounds and at school activities.
12. Expulsion from school and all school activities for a definite time period not to exceed **two** calendar years in accordance with Board policy 7:210, *Expulsion Procedures*. A student who has been expelled also shall be restricted from being on school grounds and at school activities.
13. Transfer to an alternative program upon written agreement with the student's parent(s) or following a Board of Education hearing.
14. Notifying juvenile authorities or other law enforcement whenever the conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), *look-alikes*, alcohol, or weapons or in other circumstances as authorized by the reciprocal reporting agreement between the District and local law enforcement agencies.

The above list of disciplinary measures is a range of options that will not always be applicable in every case. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and expulsion, will not be appropriate and available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension or expulsion.

Corporal punishment is prohibited. Corporal punishment is defined as slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property.

Isolated Time Out, Time Out, and Physical Restraint

Neither isolated time out, time out, nor physical restraint shall be used to discipline or punish a student. These methods are only authorized for use as permitted in [105 ILCS 5/10-20.33](#), State Board of Education rules ([23 Ill.Admin.Code §§ 1.280, 1.285](#)), and the District's procedure(s).

Weapons

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school shall be expelled for a period of at least one calendar year but not more than two calendar years:

1. A firearm, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code ([18 U.S.C. § 921](#)), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act ([430 ILCS 65/](#)), or firearm as defined in Section 24-1 of the Criminal Code of 1961 ([720 ILCS 5/24-1](#)).
2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including *look-alikes* of any firearm as defined above.

The expulsion requirement under either paragraph one or two above may be modified by the Superintendent, and the Superintendent's determination may be modified by the Board on a case-by-case basis. The Superintendent or designee may grant an exception to this policy, upon the prior request of an adult supervisor, for students in theatre, cooking, ROTC, martial arts, and similar programs, whether or not school-sponsored, provided the item is not equipped, nor intended, to do bodily harm.

This policy's prohibitions concerning weapons apply regardless of whether: (1) a student is licensed to carry a concealed firearm, or (2) the Board permits visitors, who are licensed to carry a concealed firearm, to store a firearm in a locked vehicle in a school parking area.

Re-Engagement of Returning Students

The Superintendent or designee shall maintain a process to facilitate the re-engagement of students who are returning from an out-of-school suspension, expulsion, or an alternative school setting. The goal of re-engagement shall be to support the student's ability to be successful in school following a period of exclusionary discipline and shall include the opportunity for students who have been suspended to complete or make up work for equivalent academic credit.

Required Notices

A school staff member shall immediately notify law enforcement and the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member. Upon receiving such a report, the Building Principal or designee shall immediately notify the local law enforcement agency, Ill. Dept. of State Police (ISP), and any involved student's parent/guardian. *School grounds* includes modes of transportation to school activities and any public way within 1000 feet of the school, as well as school property itself.

Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline. Teachers, other certificated [licensed] educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.

The Superintendent, Building Principal, Assistant Building Principal, or Dean of Students is authorized to impose the same disciplinary measures as teachers. In addition, provided the appropriate procedures are followed, the Superintendent, Building Principal, Assistant Principal, or Dean of Students may issue in-school suspensions; may issue out-of-school to students guilty of gross disobedience or misconduct (including all school functions) for up to 10 consecutive school days; and may suspend students from riding the school bus for up to 10 consecutive school days. The Board may suspend a student from riding the bus in excess of 10 school days for safety reasons.

Student Handbook

The Superintendent, with input from the parent-teacher advisory committee, shall prepare disciplinary rules implementing the District's disciplinary policies. These disciplinary rules shall be presented annually to the Board for its review and approval.

A student handbook, including the District disciplinary policies and rules, shall be distributed to the students' parents/guardians within 15 days of the beginning of the school year or a student's enrollment. Students and their parents/guardians must acknowledge receipt of the student handbook in some form upon receipt of the handbook.

Incorporated

by Reference: 7:190-AP4 (Use of Isolated Time Out, Time Out, and Physical Restraint)

LEGAL REF.:

[20 U.S.C. §6081](#), Pro-Children Act of 1994.

7:190

[20 U.S.C. §7961](#) et seq., Gun Free Schools Act.

105 ILCS 5/10-20.5b, 5/10-20.14, 5/10-20.28, 5/10-20.36, 5/10-21.7, 5/10-21.10, 5/10-22.6, 5/10-27.1A, 5/10-27.1B, 5/22-33, 5/24-24, 5/26-12, 5/27-23.7, [and 5/31-3](#), [and 110/3.10](#).

[105 ILCS 110/3.10, Critical Health Problems and Comprehensive Health Education Act.](#)

[410 ILCS 130/](#), Compassionate Use of Medical Cannabis Pilot Program.

[410 ILCS 647/](#), Powdered Caffeine Control and Education Act.

[430 ILCS 66/](#), Firearm Concealed Carry Act.

[23 Ill.Admin.Code §§ 1.280, 1.285.](#)

CROSS REF.: 2:150 (Committees), 2:240 (Board Policy Development), 5:230 (Maintaining Student Discipline), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 7:70 (Attendance and Truancy), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:170 (Vandalism), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:270 (Administering Medicines to Students), 7:310 (Restrictions on Publications; Elementary Schools), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: June 30, 2016

REVISED: September 3, 2020

REVIEWED: October 7, 2021

Comments: Legal Review: 9/18/20 Policy 7:190 AP4 - Time Out and Restraint The wording under "Physical restraint" is correct and matches the current regulation language The language in item #1 is not correct (I believe that was from the prior statute/regulation language). There is no longer any reference to use in order to maintain a "safe and orderly learning environment." The current regulation language is as follows: "Isolated time out, time out, and physical restraint, as defined in this Section, shall be used only when the student's behavior presents an imminent danger of serious physical harm to the student or others and other less restrictive and intrusive measures have been tried and proven ineffective in stopping the imminent danger of serious physical harm. Isolated time out, time out, or physical restraint shall not be used as discipline or punishment, convenience for staff, retaliation, a substitute for appropriate educational or behavioral support, a routine safety matte

Questions and Answers:

***Required Question 1. Are cell phones required to be kept out of sight?

- ☐ Yes (default)
☐ No. (IASB will remove "and out-of-sight")

PRESSPlus Comments

PRESSPlus 1. Updated for continuous improvement. **Issue 108, November 2021**



Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: 2022-23 School Fees

PREPARED BY: Courtney Whited

Recommended for:

- ☒ - Action
- ☒ - Discussion
- ☒ - Information

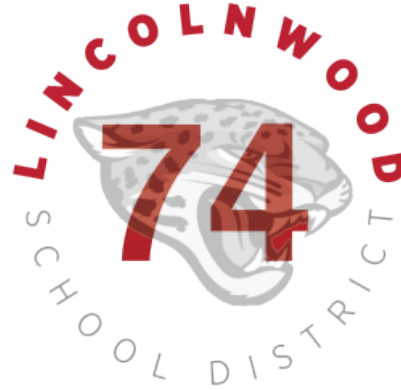
Purpose/Background:

To recommend no changes to the School Fees for the 2022-23 fiscal year.

Description	2019-20 Fees	2020-21 Fees	2021-22 Fees	2022-23 Proposed
K-5 Registration	\$145	\$160	\$160	\$160
Gr. 6-8 Registration	\$245	\$260	\$260	\$260
Graduation	\$40	\$40	\$40	\$40
Registration for Child #4 and Beyond in Family	\$0	\$0	\$0	\$0
Pre-K Tuition	\$3,000	\$3,200	\$3,200	\$3,200
Bus Fees	\$0	\$0	\$0	\$0
Lunch Program	\$2.50 per meal	\$2.50 per meal	\$2.50 per meal	\$2.50 per meal

Recommendation:

The Finance Committee concurs with the Administration to recommend that the Board of Education approve the 2022-23 School Fee Schedule, as presented.



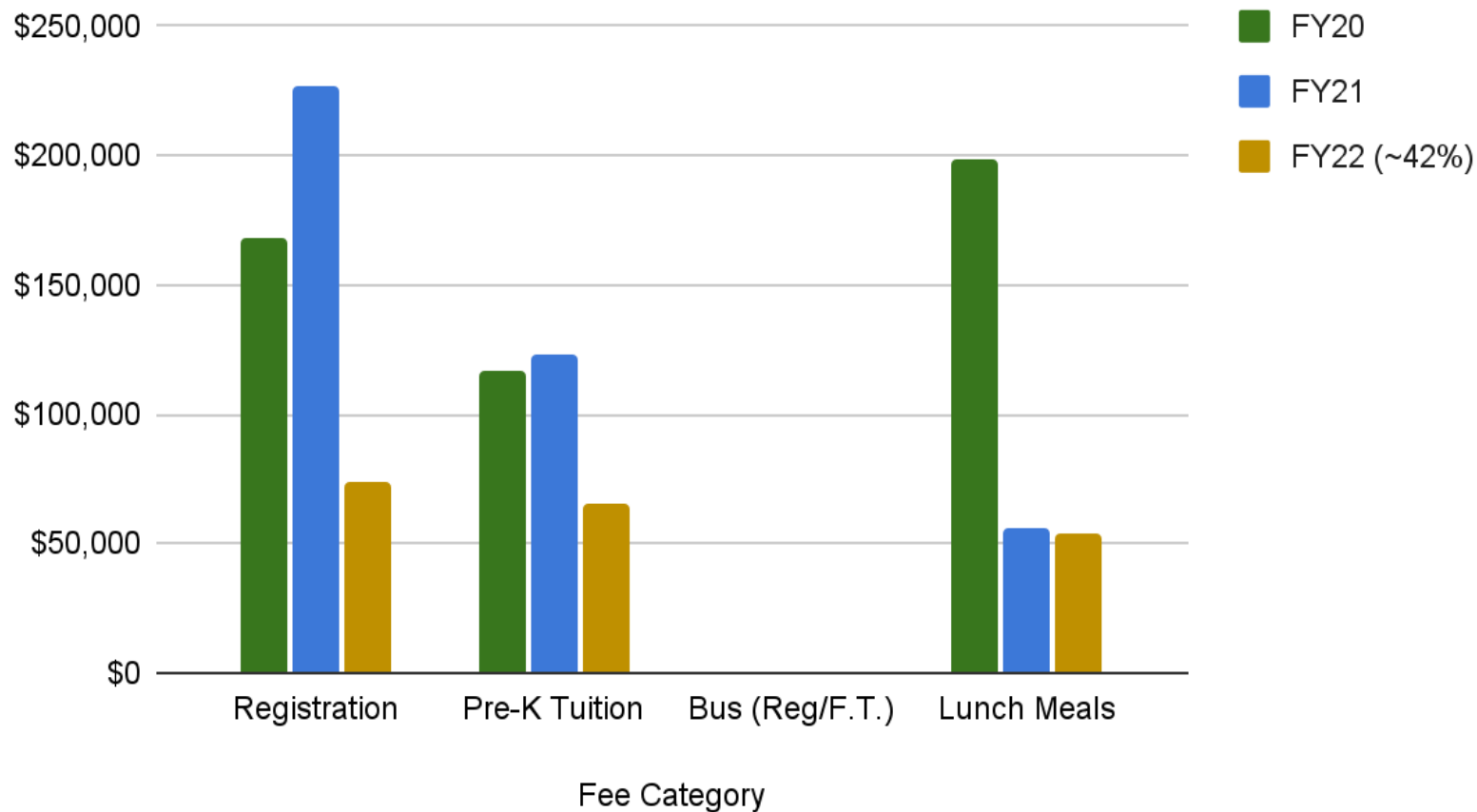
SD74 School Fees

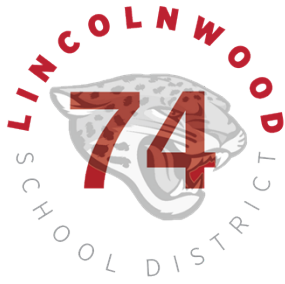
2022-23

Registration Fee Revenue FY20, FY21, FY22 (5 mos.)

Fee Category	FY20	FY21	FY22 (5 mos.)
Registration	\$168,620	\$226,462	\$73,411
Pre-K Tuition	\$116,842	\$123,435	\$65,036
Bus (Reg/F.T.)	\$0	\$0	\$0
Lunch Meals	\$198,949	\$55,872	\$54,297
Total	\$484,411	\$405,769	\$192,744

Fees Collected FY20-FY22





Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: Public Act 102-0519 2021 Prior Year Levy Adjustment

PREPARED BY: Courtney Whited

Recommended for:

- ☐ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

At the June 10, 2021 meeting, the Finance Committee received an update pertaining to Senate Bill 508. In August 2021, it became Public-Act 102-0519 which allows taxing districts to recoup funds lost due to refunds from assessment reductions granted in the prior 12-month period. It takes effect whenever there is an assessment decrease due to certificates of error, a court order in a tax objection complaint (TOC), or a final decision of the Property Tax Appeal Board (PTAB).

Lincolnwood School District 74 is scheduled to receive \$427,387 during the upcoming 2021 real estate collections. This amount will be included in the Total Non-Capped Rate and Extension and in the Total Final Rate and Grand Total Extension. These amounts will not be displayed as a separate line item on the 2021 property tax bills. Any taxing district which wishes to abate, reduce, or remove this Levy Adjustment fund from their 2021 tax rate calculation may adopt a levy abatement resolution.

Legal Counsel recommends viewing the refunds from assessment appeals under PA 102-0519 as found money that can offset some losses on past appeals and pending rate objections. Therefore, the recommendation is to not submit a resolution for abatement. Please see the table below for recent tax collection and refund data.

Lincolnwood School District 74
Agency Tax Year Collection Distribution Report Data from Cook County Treasurer's Office
As of January 7, 2022

	2017	2018	2019	2020	Total Refunds
Gross Taxes Distributed	\$22,725,345	\$22,464,958	\$23,005,802	\$24,317,473	
General Refunds	-\$1,166,602	-\$254,655	-\$192,117	-\$160,559	-\$1,773,932
Illegal Rate Refunds	\$0	\$0	\$0	\$0	\$0
SP/PTAB Refunds	-\$255,093	-\$149,727	-\$22,883	\$0	-\$427,703
Net Collections Distributed	\$21,303,650	\$22,060,576	\$22,790,802	\$24,156,914	-\$2,201,635
	vs.	vs.	vs.	vs.	4-Yr. Avg. of
Taxes Extended	\$21,818,223	\$22,486,866	\$23,344,013	\$25,099,402	-\$550,409
	97.64%	98.10%	97.63%	96.24%	
Interest Earnings	\$3,562	\$5,032	\$2,885	\$312	
TIF Rebates	\$0	\$0	\$0	\$0	

Fiscal Impact:

Gain of \$427,387 or

Gain of \$0 if abated by April 1, 2022

Recommendation:

The Finance Committee concurs with the Administration to recommend that the Board of Education 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.



COOK COUNTY CLERK KAREN A. YARBROUGH

118 North Clark Street, Room 230, Chicago, Illinois 60602-1304

November 22, 2021

Dear Taxing District Officials,

Pursuant to Public Act 102-0519, which became law in August 2021, beginning with tax year 2021 a Prior Year Levy Adjustment amount will be included in the 2021 property tax rate calculation formula for each eligible taxing district.

Eligible taxing districts include districts subject to the Property Tax Extension Limitation Law (PTELL) aka the "Tax Cap Law". Home rule districts, Tax Increment Financing Districts, and Special Service Areas are not subject to PTELL and are therefore not eligible for this levy adjustment.

On November 15, 2021, the Cook County Treasurer's office provided the Cook County Clerk with the applicable aggregate refund amounts as defined in PA 102-0519, which were issued between November 1, 2020 and October 31, 2021. The Cook County Clerk's office will add these amounts as a line item to the 2021 Levy Edit Report and subsequent 2021 Agency Tax Rate Report for each eligible taxing district.

The Levy Adjustment amount which will be added for each taxing district is available in the enclosed spreadsheet, which is also available for download on the Clerk's website.

Cook County Clerk's website:

<https://www.cookcountyclerkil.gov/service/tax-extension-and-rates>

Direct link to spreadsheet:

<https://www.cookcountyclerkil.gov/file/12357>

These amounts are not subject to PTELL limitation, will not affect your Limiting Rate, and will not be included in the PTELL Extension Base for future tax years. These amounts will be included in the Total Non-Capped Rate and Extension and in the Total Final Rate and Grand Total Extension of each eligible taxing district.

These amounts will not be displayed as a separate line item on the 2021 property tax bills. Property tax revenue collected from these amounts will be included in the overall property tax distributions each eligible taxing district receives for tax year 2021.

Cedric Giles
Chief Deputy Clerk

James Gleffe
Deputy Chief of Staff
- Labor Counsel

Scott Kozlov
Chief Ethics Officer
- Legal Counsel

Travis Richardson
Chief Legal Counsel

John Mirkovic
Deputy Clerk - Policy

Edmund Michalowski
Deputy Clerk - Elections

Byron Steele
Deputy Clerk -
Vital Records

William Drobitsch
Deputy Clerk -
Recording Operations

Carolyn Wilhight
Deputy Clerk -
Real Estate & Tax Services

Carmen Triche-Colvin
Deputy Clerk of the Board

Kevin McDermott
Chief Technology Officer

Linda Gillie-Batchelor
Deputy Clerk - Finance

Sally Daly
Deputy Clerk -
Communications

Timothy Curry
Deputy Clerk - Security

Khang Trinh
Legal Counsel -
Recording Operations

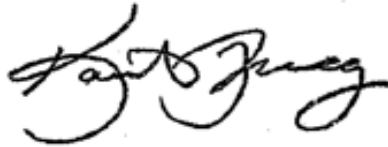
Any taxing district which wishes to abate, reduce, or remove this Levy Adjustment fund from their 2021 tax rate calculation may adopt a levy abatement resolution.

Levy abatement resolutions should be filed with the Cook County Clerk's Tax Extension Department by April 1, 2022. Due to COVID-19 measures, Abatement resolutions should be mailed and/or emailed to:

Tax Extension Department
Honorable Karen A. Yarbrough-Cook County Clerk
118 N. Clark Street, Room 434
Chicago, IL 60602
Tax.Extension@cookcountyil.gov

Questions regarding how property tax revenue generated by this Levy Adjustment may be utilized by your taxing district should be directed to your district's legal counsel.

Sincerely,

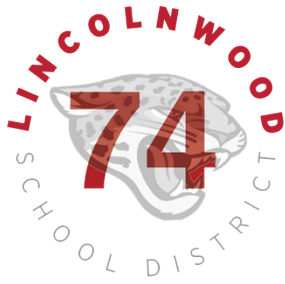
A handwritten signature in black ink, appearing to read "Karen A. Yarbrough", written in a cursive style.

Hon. Karen A. Yarbrough
Cook County Clerk

Enclosure.

PA102-0519 2021 Prior Year Levy Adjustments: Lincolnwood and Niles Township School Districts

Agency	Agency Name	Adjustment Eligibility	2020 Rate	2020 Total Tax	Total SPO/PTAB Refunds	Total Certificate of Error Refunds	Aggregate Refunds	2021 Prior Year Levy Adjustment
040360000	SCHOOL DISTRICT 74	Eligible	3.402	25,104,576.70	-301,310.11	-126,076.40	-427,386.51	427,387
060290000	LINCOLNWOOD PUBLIC LIBRARY DISTRICT	Eligible	0.396	2,922,225.86	-35,445.14	-14,746.71	-50,191.85	50,192
030700000	VILLAGE OF LINCOLNWOOD	Not Eligible	0.830	6,127,425.92				
040280000	SCHOOL DISTRICT 67	Eligible	2.746	10,434,252.12	-53,173.44	-65,467.26	-118,640.70	118,641
040290000	SCHOOL DISTRICT 68	Eligible	2.743	29,824,165.81	-354,381.58	-134,003.34	-488,384.92	488,385
040300000	SCHOOL DISTRICT 69	Eligible	5.492	26,908,541.36	-338,148.15	-244,931.84	-583,079.99	583,080
040310000	SCHOOL DISTRICT 70	Eligible	3.410	12,887,743.94	-53,859.77	-107,276.09	-161,135.86	161,136
040320000	SCHOOL DISTRICT 71	Eligible	1.794	9,953,015.09	-222,422.07	-40,918.81	-263,340.88	263,341
040330000	SCHOOL DISTRICT 72	Eligible	2.023	11,228,448.34	-284,204.41	-38,319.89	-322,524.30	322,524
040340000	SCHOOL DISTRICT 73	Eligible	4.260	10,726,656.53	-135,158.55	-61,456.89	-196,615.44	196,615
040350000	SCHOOL DISTRICT 73 1/2	Eligible	4.992	17,725,313.80	-126,991.75	-135,133.04	-262,124.79	262,125
042200000	COMMUNITY HIGH SCHOOL 219	Eligible	3.029	145,233,648.67	-2,024,041.52	-828,031.41	-2,852,072.93	2,852,073



Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: Post-Issuance Tax Compliance Reports

PREPARED BY: Courtney Whited

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

Annually, the Compliance Officer of Lincolnwood School District 74 must provide the Board of Education with certain obligations under the Federal Tax and Securities laws related to the bonds. The Compliance Officer has reviewed the bond documents. The documents include Post-Issuance Compliance Checklists and the attached Post-Issuance Tax Compliance Reports. The District currently has four outstanding bond issues that require annual review. The bonds were issued in 2015, 2016, 2018 and 2021.

Fiscal Impact:

There is no financial impact associated with providing these documents to the Board of Education.

Recommendation:

The Finance Committee concurs with the Administration to recommend that the Board of Education accept the findings contained in the Post-Issuance Tax Compliance Reports.

POST-ISSUANCE TAX COMPLIANCE REPORT

SCHOOL DISTRICT NUMBER 74, COOK COUNTY, ILLINOIS (THE "DISTRICT")
\$8,505,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS,
SERIES 2015 (THE "BONDS")

POST ISSUANCE COMPLIANCE MATTERS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

POST-ISSUANCE TAX COMPLIANCE REPORT

To: Board of Education of School District Number 74, Cook County, Illinois

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record Keeping Policy (the "*Policy*") adopted by the Board of Education (the "*Board*") of School District Number 74, Cook County, Illinois (the "*District*"), on the 9th day of December, 2015, I have prepared a report reviewing the District's contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the District has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the District's compliance with such covenants and expectations.

(a) *Records.* I have in my possession all of the records required under the Policy.

(b) *Arbitrage Rebate Liability.* I have reviewed the agreements of the District with respect to each issue of the Tax Advantaged Obligations. At this time, the District does not have any rebate liability to the U.S. Treasury.

(c) *Contract Review.* I have reviewed copies of all contracts and agreements of the District, including any leases, with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

(d) *IRS Examinations or Inquiries.* The Internal Revenue Service (the “IRS”) has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

Based upon the foregoing, I believe that the District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the District and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 3rd day of February, 2022.

By Courtney Whited
Compliance Officer

POST-ISSUANCE TAX COMPLIANCE REPORT

SCHOOL DISTRICT 74, COOK COUNTY, ILLINOIS (THE "DISTRICT")
\$4,235,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS,
SERIES 2016 (THE "BONDS")

POST ISSUANCE COMPLIANCE MATTERS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

POST-ISSUANCE TAX COMPLIANCE REPORT

To: Board of Education of School District Number 74, Cook County, Illinois

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Respectfully submitted this 3rd day of February, 2022.

By Courtney Whited
Compliance Officer

POST-ISSUANCE TAX COMPLIANCE REPORT

SCHOOL DISTRICT NUMBER 74, COOK COUNTY, ILLINOIS (THE "DISTRICT")
\$5,910,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS,
SERIES 2018 (THE "BONDS")

POST ISSUANCE COMPLIANCE MATTERS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

POST-ISSUANCE TAX COMPLIANCE REPORT

To: Board of Education of School District Number 74, Cook County, Illinois

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Respectfully submitted this 3rd day of February 2022.

By Courtney Whited
Compliance Officer

POST-ISSUANCE TAX COMPLIANCE REPORT

SCHOOL DISTRICT NUMBER 74, COOK COUNTY, ILLINOIS (THE "DISTRICT")
\$6,365,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS,
SERIES 2021 (THE "BONDS")

POST ISSUANCE COMPLIANCE MATTERS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

POST-ISSUANCE TAX COMPLIANCE REPORT

To: Board of Education of School District Number 74, Cook County, Illinois

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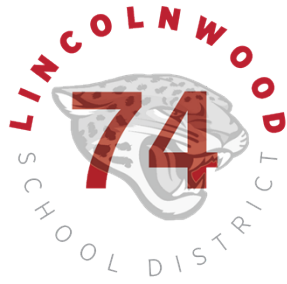
(c) *Contract Review.* I have reviewed copies of all contracts and agreements of the District, including any leases, with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

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Based upon the foregoing, I believe that the District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the District and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 3rd day of February 2022.

By Courtney Whited
Compliance Officer



Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: Supplemental Savings Plan (SSP) from IL Teachers' Retirement System (TRS)

PREPARED BY: Courtney Whited

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

In 2018, an Illinois Pension Code amendment added a requirement that the Teachers Retirement System (TRS) provide an optional defined contribution benefit to all eligible members of TRS beginning in 2021. This is now known as the Supplemental Savings Plan (SSP). Last year, the Pension Code was further amended to explicitly state that TRS-covered employers must participate in the SSP through TRS. It also established automatic enrollment in the SSP and contribution amounts for new members on or as soon as possible after January 1, 2022, unless the new member opts out of enrollment. TRS has communicated it is not ready to implement the automatic enrollment provisions of the SSP. Until then, eligible members must opt-in to the SSP, if they wish to participate. Employee contributions would flow from the District directly to TRS where the SSP will be administered by Voya Financial.

Implementation of the SSP was delayed by TRS. In November 2021, TRS sent brochures to members stating that it was prepared to implement "opt-in" elections. Implementation of the "opt-out" part of the SSP is anticipated later this year. Eligible employees can begin to sign up for the SSP as soon as January 10, 2022, or as soon as their employers have formally agreed to offer the SSP. TRS announced that enrolled SSP participants will make their initial payroll contribution to the SSP on or after March 1, 2022.

In connection with the SSP, TRS-covered employers are responsible for the following:

- Employment Status Reporting: full- and part-time contractual teachers only
- Contribution Processing: enter into salary reduction agreements with participating employees and remit the elective deferrals to TRS
- Contribution Limit Monitoring: monitor 457(b) contribution limit as provided by the IRS

A resolution and Employer Participation Agreement should be adopted by the governing board as soon as possible to allow eligible employees to enroll in the SSP. Employers will also complete an Authorized Contact form.

Fiscal Impact:

None; extra time and tasks in Business Office/Payroll Department for reporting and reviewing

Recommendation:

The Finance Committee concurs with the Administration to recommend that the Board of Education adopt the Teachers' Retirement System Supplemental Savings Plan Resolution and approve the corresponding Employer Participation Agreement.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT NO. 74
COOK COUNTY, ILLINOIS**

RESOLUTION RE: TRS SUPPLEMENT SAVINGS PLAN

WHEREAS, the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Employer") is a political subdivision of the State of Illinois, or an agency or instrumentality of the State of Illinois or of a political subdivision of the State of Illinois and thus, an eligible employer pursuant to Section 457(e)(1)(A) of the Internal Revenue Code of 1986;

WHEREAS, on behalf of certain of its employees, pursuant to 40 ILCS 5/16-204, the Employer is required to adopt the Teachers' Retirement System of the State of Illinois Supplement Savings Plan (the "Supplemental Savings Plan") by entering into an Employer Participation Agreement between the Teachers' Retirement System of the State of Illinois (the "System") and the Employer;

NOW, THEREFORE, BE IT RESOLVED that, effective February 3, 2022 the Employer shall enter into the Employer Participation Agreement, in substantially the same form as presented to the Board of the Employer, subject to the terms and conditions of the Supplemental Savings Plan.

RESOLVED, that the appropriate officers of the Employer (the "Authorized Officers") be and hereby are authorized and directed to take any and all further action, including the execution and delivery of documents and instruments, as such Authorized Officers deem necessary or desirable in their sole discretion to effectuate fully and carry out the purposes of the foregoing resolutions and to ensure that the Employer performs all of its duties and responsibilities, as set forth in the Employer Participation Agreement and the Supplemental Savings Plan.

ADOPTED: This 3rd day of February, 2022, by the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

President, Board of Education
Lincolnwood School District No. 74

Secretary, Board of Education
Lincolnwood School District No. 74

TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS

2815 W Washington | PO Box 19253 | Springfield IL 62794-9253

R. Stanley Rupnik, Executive Director

employers@trsil.org | http://www.trsil.org

SUPPLEMENTAL SAVINGS PLAN 888-678-3675 | FAX: 217-753-0969

Supplemental Savings Plan Employer Participation Agreement

The undersigned employer ("Employer") and the Teachers' Retirement System of the State of Illinois (the "System") agree to the participation of the Employer in the Teachers' Retirement System of the State of Illinois Supplemental Savings Plan (the "Plan"). The Plan is sponsored and administered by the System and is intended to qualify as an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code ("Code") that is a governmental plan under Code Section 414(d) and Section 3(33) of the Employee Retirement Income Security Act of 1974 ("ERISA").

Complete this Participation Agreement only if the Employer is both an employer subject to Article 16 of the Illinois Pension Code and an eligible employer within the meaning of Code Section 457(e)(1)(A).

Employer Information

School District or Agency Name:	TRS Code:
Address:	Tax ID Number: ____ - ____

Type of Adoption and Effective Date

The Employer's Plan document shall consist of this Employer Participation Agreement ("Participation Agreement") and the Plan document, as amended from time to time. All capitalized terms in this Participation Agreement shall have the meaning set forth in the Plan document.

It is very important that this Participation Agreement be completed accurately to ensure consistency between the Plan and actual plan operation. The Employer may prospectively change the terms of its participation in the Plan at any time by completing a new Participation Agreement with the System.

This Participation Agreement is for the following purpose (*check and complete one only*):

- ☐ This is a new 457(b) deferred compensation plan adopted by the Employer for its Employees effective _____, 20____ (*insert effective date of this Participation Agreement*).
- ☐ This is an amendment to be effective as of _____, _____ (*insert effective date of this amendment*) to the current Participation Agreement previously adopted by the Employer, which was originally effective _____, 20____ (*insert effective date of the original Participation Agreement*).

Custody of Assets

Code Section 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries in a Trust pursuant to the terms of the Plan.

Participation

An Employee may become a Participant in the Plan for purposes of Elective Deferrals and Discretionary Employer Contributions immediately upon commencement of employment with the Employer. "Employee" means an individual who is a teacher, as defined in Section 16-106 of the Illinois Pension Code, of an Employer and is a full-time or part-time contractual employee. An Employee does not include an individual who is a leased employee under Code Section 414(n)(2).

Elective Deferrals

All Employees of the Employer shall be permitted to make Elective Deferrals to the Plan. Elective Deferrals include pre-tax contributions and Roth contributions. A Participant shall be 100% vested in his or her Elective Deferrals at all times. As further provided in the Administrative Information section of this Participation Agreement, the Employer is solely responsible for monitoring the limit on Elective Deferrals under this Plan and any other 457(b) plan in which the Employer's employees are eligible to participate to assure that contributions to this Plan do not exceed any applicable limits under the Code, including but not limited to Code Section 457(b).

Discretionary Matching Contributions

1. The Employer shall (*check and complete one only*):

- a. ☐ **Not** make Discretionary Matching Contributions.
- b. ☐ Make Discretionary Matching Contributions.

Note: Any Discretionary Matching Contribution will reduce, dollar for dollar, the Elective Deferrals that a participant can contribute.

2. A Participant shall be 100% vested in his or her discretionary matching contributions at all times.

Discretionary Nonelective Contributions

1. The Employer shall (*check and complete one only*):

- a. ☐ **Not** make Discretionary Nonelective Contributions.
- b. ☐ Make Discretionary Nonelective Contributions.

Note: Any Discretionary Nonelective Contribution will reduce, dollar for dollar, the amount a participant can contribute.

2. A Participant shall be 100% vested in his or her Discretionary Nonelective Contributions at all times.

Administrative Information

In executing this Participation Agreement, the Employer agrees:

- that it is eligible to adopt the Plan, and that its governing body has adopted a resolution to approve the adoption of the Plan for its eligible employees, which resolution is available to the System upon request;
- to be bound by all terms of the Plan document, as applicable, the terms of this Participation Agreement, and the rules and regulations of the System, all as may be amended from time to time, and that no oral understanding not incorporated into this Participation Agreement is binding on any party;
- to provide any information reasonably requested by the System or a service provider from time to time to properly administer the Plan in accordance with its terms and applicable law;
- to allow the System and/or the service providers reasonable access to eligible employees to assist with enrollment in and administration of the Plan; to be solely responsible for the correction of any operational or compliance errors resulting from the Employer's failure to perform its responsibilities or provide accurate information to the System or a service provider, including by way of example and not limitation, to seek relief under the Employee Plans Compliance Resolution System, as determined and directed by the System;

58
(continued)

- that all contributions to the Plan will be deposited in the [Teachers' Retirement System of the State of Illinois Supplemental Saving Plan Trust established by the System and the System's Custodial Bank] for the exclusive benefit of participants and beneficiaries, and that the Employer shall have no right to Trust assets;
- that participants in the Plan have the right to direct the investment of their accounts by choosing among the investment options selected by the System and offered under the Plan, and that any participant who does not provide timely investment direction will be deemed to have elected the Plan's default investment, as selected by the System;
- that participants will be charged fees for the investment and administration services provided by the System and the service providers, which will be offset against investment returns or deducted from participant accounts periodically; and
- that the Employer has consulted, to the extent necessary, with its own legal and tax advisors.

The Employer further agrees that it is responsible for the following areas of compliance:

- determining and monitoring employee eligibility in accordance with the terms of the Plan and the Participation Agreement;
- entering into salary reduction agreements with Employees and timely remitting all Elective Deferrals and Discretionary Employer Contributions, if any, to the Plan; and
- calculating and processing all participant Elective Deferrals, Discretionary Matching Contributions and Discretionary Nonelective Contributions in accordance with this Plan and the Code and to monitor compliance with respect to any of these contributions with the limits imposed by the Code, including Code Section 457 under this Plan and; any other Code Section 457(b) plan in which Employer's employees participate.

This Participation Agreement is duly executed on behalf of the Employer by the undersigned authorized signatories and shall be effective as indicated under Type of Adoption and Effective Date section.

Employer's Authorized Signatories:

Signature*:	Signature*:
Print:	Print:
Title:	Title:
Date:	Date:

** Handwritten signatures required. Electronic signatures are unacceptable currently.*

Acceptance of Employer's participation in the Teachers' Retirement System of the State of Illinois Supplemental Savings Plan:

Signature: 

Executive Director

Date: 02/04/2021

TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS

2815 W Washington | PO Box 19253 | Springfield IL 62794-9253

R. Stanley Rupnik, Executive Director

employers@trsil.org | <http://www.trsil.org>

SUPPLEMENTAL SAVINGS PLAN 888-678-3675 | FAX: 217-753-0969

Appendix A

Authorized Contact Form

All official communications from the Employer to the System shall be directed to the attention of the following:

Teachers' Retirement System of the State of Illinois

Attention: Employer Services Department

2815 W. Washington, P.O. Box 19253, Springfield, IL 62794-9253

Telephone Number: (877) 927-5877

Email: **employerservices@trsil.org**

All official communications from the System to the Employer shall be directed to the attention of the following:

Employer:	Attention:
Address:	Telephone Number: ()
FAX Number: ()	Email:

The following individuals are authorized to represent and act on behalf of the Employer for all purposes related to the Employer's participation in the Teachers' Retirement System of the State of Illinois Supplemental Savings Plan.

Contact Name:	
Title:	
Telephone Number: ()	Email Address:
Signature*	
Date	

Contact Name:	
Title:	
Telephone Number: ()	Email Address:
Signature*	
Date	

Contact Name:	
Title:	
Telephone Number: ()	Email Address:
Signature*	
Date	

Contact Name:	
Title:	
Telephone Number: ()	Email Address:
Signature*	
Date	

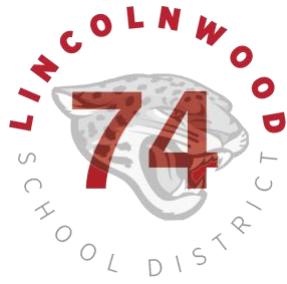
* Handwritten signatures required. Electronic signatures are unacceptable currently.

The Employer agrees that the System is entitled to rely on this Appendix A, and shall be held harmless in doing so, until such time that the Employer submits a revised Appendix A to the System.

The undersigned represents that he or she is an authorized representative of the Employer with authority to sign the Participation Agreement and this Appendix A on the Employer's behalf.

Signature*: 	Date:
Print Name: 	Title:
Telephone Number: ()	Email Address:

** Handwritten signature required. Electronic signature is unacceptable currently.*



Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: Varsity Tutors for Schools, LLC

PREPARED BY: David Russo

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

The Administrative team continues to evaluate student academic performance, and based upon that analysis, find ways to support student learning. Recently, each school implemented drop-in math tutoring services either before or after school for students to get extra help or work on developing skills in growth areas. In addition to the on-campus tutoring services, the District would like to use Elementary and Secondary School Emergency Relief (ESSER) III funds to pursue a partnership with Varsity Tutors, LLC. The vendor provides online, on-demand tutoring services in a wide variety of subject areas and grade levels.

If approved, the partnership would start with a trial at Lincoln Hall for 50 students who would be invited to take advantage of a “bank” of 12 tutoring hours that the District would fund. The District would identify students and set up an introduction communication. From there, families will create accounts and schedule tutoring sessions. A dashboard will allow the District to see who is using the services and teachers can get information about the types of activities students are completing to address gap areas through another portal.

The Administrative team will evaluate the efficacy of the program to determine if expansion to other schools is warranted.

District Legal Counsel reviewed the Terms and authored an Amendment addressing several issues including automatic renewal, jurisdiction over litigation, and the Student Online Personal Protection Act (SOPPA). The vendor agreed to the terms covered in the Amendment.

Fiscal Impact:

\$36,000

The District will use ESSER III grant dollars to fund a "bank" of 12 hours for each student recommended. Twenty-percent of the funds associated with the ESSER III grant must be set aside to address issues of learning loss related to the COVID-19 pandemic.

Recommendation:

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

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

This Amendment is entered into as of February 3, 2022, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Varsity Tutors for Schools LLC ("Varsity Tutors") pursuant to the Order Form dated November 3, 2021, and the Terms for Education Offerings attached thereto (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Varsity Tutors shall not materially modify or amend the Agreement during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.
3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Varsity Tutors prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Varsity Tutors acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and Varsity Tutors hereby submits to the jurisdiction of that court. Any references to binding arbitration shall be deleted from the Agreement.
5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Varsity Tutors shall also maintain all student data obtained from the School District, or from parents of School District students, in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein "SOPPA"). In accordance with SOPPA, Varsity Tutors and the School District agree as follows:
 - a. The categories or types of SOPPA-covered information, as defined in Section 5 of SOPPA, to be provided to Varsity Tutors pursuant to this Agreement may include:

- i. Information created by or provided to Varsity Tutors by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the operator's site, service, or application for K through 12 school purposes;
 - ii. Information created by or provided to Varsity Tutors by an employee or agent of School District for school purposes; or
 - iii. Information gathered by Varsity Tutors through the operation of its site, service, or application for K through 12 school purposes and which personally identifies a student, including, but not limited to, first and last name, home address, electronic mail address, test results, grades, photos, or voice recordings.
- b. The products or services being provided to School District or its students by Varsity Tutors are as described in the documents that comprise this Agreement.
- c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), Varsity Tutors is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under SOPPA, without permission from the school or parent, or pursuant to court order.
- d. If a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, School Data (as defined in the Agreement) is attributed to Varsity Tutors under SOPPA (a "Breach"), any and all costs and expenses incurred by School District in investigating and remediating the Breach will be allocated to Varsity Tutors to the extent required by law, except for the cost of School District personnel. The costs and expenses may include, but are not limited to, all items described in Section 15(4)(D) of SOPPA, as now written or as may be amended from time to time. Varsity Tutors shall indemnify and defend School District, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy Breach involving SOPPA-covered information as a result of negligent or intentional acts or omissions of Varsity Tutors, and any damages limitations in the Agreement shall not apply to School District in this regard.
- e. Varsity Tutors must delete or transfer to School District all SOPPA-covered information within ninety (90) days if the information is no longer needed for

the purposes of this Agreement. Varsity Tutors must delete, within a reasonable time period, a student's SOPPA-covered information if the School District requests deletion, unless the student or student's parent consents to the maintenance of the SOPPA-covered information.

- f. Because School District maintains a website, SOPPA requires that School District must publish a copy of this Agreement on the website.
 - g. In case of any Breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Varsity Tutors shall notify the Superintendent of Schools of any Breach of the students' SOPPA-covered information.
 - h. Varsity Tutors shall provide to School District a list of any third parties or affiliates to whom Varsity Tutors is currently disclosing SOPPA-covered information or has disclosed SOPPA-covered information. This list must, at a minimum, be updated and provided to the school by the beginning of each fiscal year and at the beginning of each calendar year. School District understands and agrees that Varsity Tutors may disclose School Data to its contractors that provide services to Varsity Tutors, including: Amazon Web Services, Inc., Vonage Holdings Corp., Zoom Video Communications, Inc., Twilio Inc., Genesys Telecommunications Laboratories, Inc., Pusher Ltd., and expert independent contractors providing offerings through the platform.
6. **Insurance.** During the term of this Agreement and any renewal thereof, Varsity Tutors shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on such policy. Any damages limitations in this Agreement shall not apply to School District in its capacity as an additional insured.
7. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

SIGNATURE PAGE FOLLOWS.

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

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

VARSITY TUTORS FOR SCHOOLS LLC

By: _____

By: Christopher C Swenson

Its: _____

Its: Christopher C. Swenson

Date: _____

Date: 01 / 06 / 2022

TITLE	Lincolnwood SD74 - 2021 Amendment (final)
FILE NAME	Lincolnwood SD74 ...dment (final).pdf
DOCUMENT ID	7e42e63a2bc52d8ce3038a20e65abb7d6fbb6c35
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

01 / 06 / 2022

15:18:27 UTC

Sent for signature to Christopher C. Swenson
(chris.swenson@varsitytutors.com) from
corporate@varsitytutors.com
IP: 63.234.27.42



VIEWED

01 / 06 / 2022

15:38:14 UTC

Viewed by Christopher C. Swenson
(chris.swenson@varsitytutors.com)
IP: 35.129.197.104



SIGNED

01 / 06 / 2022

15:38:23 UTC

Signed by Christopher C. Swenson
(chris.swenson@varsitytutors.com)
IP: 35.129.197.104



COMPLETED

01 / 06 / 2022

15:38:23 UTC

The document has been completed.

Varsity Tutors for Schools LLC
101 S. Hanley Rd
Suite 300
St. Louis, MO 63105

ORDER FORM

Effective Date: January 7, 2022

CUSTOMER INFORMATION	BILLING INFORMATION
Customer: Lincolnwood School District 74 Address: 6950 N East Prairie Rd Lincolnwood, IL, 60712	Contact Name: David Russo Billing Address: 6950 N East Prairie Rd Lincolnwood, IL, 60712 Email Address: drusso@sd74.org Phone Number: (847) 675-8234 Purchase Order Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

OFFERING	TOTAL HOURS	LEARNERS	PRICE	TOTAL	ADDITIONAL HOURS
K-12 1:1 TUTORING	600	50	\$60 / hour	\$36,000	\$60 / hour

PAYMENT TERMS
Payment is due 30 days after signature.

ADDITIONAL TERMS
Initial Term: February 1, 2022 – May 31, 2022 Additional Hours: Additional hours may be purchased during the Initial Term at Customer's request through an additional Order Form at the rates provided above. This Order Form is entered into by and between the Customer, identified above, and Varsity Tutors for Schools LLC, a Missouri limited liability company ("Varsity") as of the Effective Date. This Order Form will only be valid and binding upon execution by both parties. The Terms for Education Offerings attached hereto constitute a part of this Order Form and are incorporated herein.

ACCEPTED & AGREED	
Customer	Varsity Tutors for Schools LLC
Signature:	Signature: <i>Christopher C Swenson</i>
Name:	Name: Christopher C. Swenson
Title:	Title: Chief Legal Officer
Date:	Date 01 / 07 / 2022

Terms for Education Offerings

IMPORTANT - PLEASE READ CAREFULLY. THESE TERMS FOR EDUCATION OFFERINGS ("**TERMS**") CREATE A BINDING LEGAL AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU CANNOT USE THE SERVICES (AS DEFINED BELOW) AND YOU SHOULD NOT ACCEPT OR EXECUTE AN ORDER FORM OR ANY OTHER AGREEMENT THAT INCORPORATES THESE TERMS.

If you are accepting these Terms on behalf of a School, you represent that (i) you are capable of entering into binding contracts, and (ii) you have the right, authority, and capacity to enter into these Terms on behalf of the School.

PLEASE NOTE: THESE TERMS LIMIT OUR LIABILITY IN SECTION 11, BELOW.

1. Definitions.

"Administrators" means the users authorized by School to access the administrator accounts that will manage the Education Offerings on behalf of School.

"Education Offerings" means the tutoring services, courses, and other offerings provided by Professionals to School through use of the Platform.

"End Users" means Administrators and Learners.

"Initial Term" means the initial term for the Services as specified in the Order Form.

"Learners" means the learners and students authorized by School to use the Platform to receive Education Offerings.

"Order Form" means an order form or other agreement for Education Offerings executed by School and Varsity which incorporates these Terms.

"Platform" means Varsity's platform, websites, applications, and other services provided by Varsity in connection with the Education Offerings.

"Professionals" means the tutors, instructors, experts, educators, and other professionals providing Education Offerings to Learners through use of the Platform.

"School" means the entity or individual that has accepted these Terms in order to receive Education Offerings.

"School Data" means all personal data of Learners that, alone or in combination, is linked or is linkable to a specific Learner.

"School Materials" means the materials and content provided or transmitted through the Platform by School and its End Users.

"Varsity" means Varsity Tutors for Schools LLC, a Missouri limited liability company with offices at 101 South Hanley Road, Suite 300, St. Louis, MO 63105.

2. The Services.

Varsity facilitates the connection between Professionals and Learners through a variety of Education Offerings on a curated Platform as further described herein. These Terms govern the use of the Platform and the Education Offerings (collectively, the "**Services**") by School and its End Users pursuant to an Order Form. During the Initial Term, Varsity shall provision the Services in accordance with the Order Form and these Terms. In the event of any conflict or inconsistency between these Terms and an Order Form, the Order Form shall control.

Each Order Form shall include, as applicable, a description of the Education Offerings, the number of Learners authorized to use the Services, the prices for the Education Offerings, and the fees payable by School for the Education Offerings (the "**Service Fee**"). School shall be responsible for its allocation of the Education Offerings to Learners in accordance with the Order Form. During the Initial Term, School may reallocate unused Education Offerings at School's discretion in accordance with the pricing provided in the Order Form, provided that any changes to previously-scheduled Education Offerings must be made at least twenty-four (24) hours prior to such Education Offering.

When Varsity provides general updates to the Services, Varsity agrees to provide such updates to School. Varsity may make reasonable enhancements and modifications to the Services at any time and without notice, provided that Varsity will use reasonable efforts to notify School of material changes and changes that Varsity reasonably anticipates will negatively impact School's use of the Services.

3. School's Responsibilities.

School may only use the Services in accordance with the Order Form and these Terms. School is responsible for the activities of End Users, including, without limitation, any School Materials provided by such End Users. School will promptly notify Varsity upon learning of any unauthorized use or access of the Services. School shall ensure that its End Users abide by the Terms and all applicable laws.

School and the End Users shall not use the Services: (a) to transmit or upload material that (i) infringes upon the intellectual property rights of any third party, or (ii) is obscene, defamatory, or illegal; (b) in a manner which is illegal or otherwise violates any applicable law or regulation; (c) to knowingly or negligently cause harm to the Platform, compromise the security or integrity of the Platform, or exceed the authorized use or access of the Platform, including, without limitation, the transmission or use of bots, viruses, worms, and malware; (d) for unauthorized or competitive purposes, including, without limitation, reverse engineering, modifying, or copying the Services or creating derivative works of the Services. School understands that Varsity may suspend an End User's access if Varsity reasonably believes such End User is in violation of the Terms.

To the extent School uses the audio and video recording capabilities of the Platform, School is responsible for ensuring that its use of such recording capabilities complies with all applicable laws and School will be responsible for providing all necessary disclosures and obtaining all necessary consents for such recordings.

4. Fees and Payment.

Payment of the Service Fee is due in accordance with the Order Form. Varsity may suspend School's access to the Services in the event that any Service Fee remains past due five (5) business days after Varsity provides written notice of such past due amount to School. The Service Fee does not include taxes. School shall be responsible for all taxes applicable to School's use of the Services, excluding taxes based upon Varsity's income. If School is exempt from taxes, School will provide an exemption certificate upon request.

If the Order Form includes optional rates for additional purchases of Education Offerings, such additional purchases may be made at any time during the Initial Term through the execution of a mutually agreeable additional Order Form. Varsity agrees to honor any rates for additional purchases by School that are specified in the Order Form for the duration of the Initial Term of such Order Form.

Once an Education Offering is scheduled, it may only be cancelled by School by providing Varsity with notice of cancellation at least twenty-four (24) hours in advance of the scheduled time for such Education Offering. In the event School cancels a previously-scheduled Education Offering on less than twenty-four (24) hours' notice or the Learner does not attend such Education Offering, School is required to pay the Service Fee for such previously-scheduled Education Offering. School is not required to pay for Education Offerings that are cancelled by the Professional and School will receive a credit for any prepaid Education Offerings cancelled by the Professional.

Except in the event of School's termination for Varsity's breach in accordance with Section 5, the payment obligations of School and the Service Fee are non-refundable and non-cancelable.

5. Term and Termination.

Each Order Form hereunder shall remain in place for the duration of the Initial Term. Either party may terminate these Terms or an Order Form hereunder in the event that the other party is in breach of its obligations thereunder and such breach is not cured within thirty (30) days from receipt of written notice.

Upon termination or expiration of the Order Form, (a) Learners will no longer be able to access or receive the Education Offerings, and (b) School will no longer have access to the Platform. Sections 3, 4, 6, 7, and 9 through 12 of the Terms shall survive any termination or expiration of an Order Form.

6. Confidential Information.

Each party acknowledges that it may receive information of a confidential or proprietary nature disclosed by the other party in connection with the Services ("**Confidential Information**"). The party receiving the Confidential Information (the "**Receiving Party**") shall use reasonable efforts to maintain as confidential the Confidential Information disclosed by the other party (the "**Disclosing Party**") and will only use and disclose such Confidential Information as necessary in connection with the Services. The Receiving Party may only disclose the Confidential Information to its employees, agents, and contractors who are obligated to abide by obligations of confidentiality and have a need to know such information in connection with the Services.

Confidential Information excludes any information to the extent such information: (a) is or becomes available to the public; (b) is disclosed to the Receiving Party by a third party without an obligation of confidentiality; (c) is independently developed by or for the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is required to be disclosed pursuant to applicable laws or regulations, rules of any stock exchange, or by order of a court or other government authority, provided that the Receiving Party will use reasonable efforts to provide the Disclosing Party with prior notice of such requirement unless such notice is prohibited by law.

7. School Data.

As between the parties, School owns all School Data. School and Varsity shall process School Data in compliance with all privacy laws applicable to School Data, which may include, without limitation, the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act (collectively, "**Privacy Laws**"). In accordance with the requirements of the Family Educational Rights and Privacy Act, Varsity shall be considered a school official with a legitimate educational interest in the School Data. Varsity shall only collect and use School Data for purposes of providing the Services to School and for no other commercial purpose, and School hereby consents to the foregoing. School represents and warrants that it has obtained and provided all necessary consents and notices that are required under Privacy Laws in order to allow the use of the Services by Learners, including, without limitation, the use and disclosure of School Data as contemplated herein, which may include parental consent for children under age thirteen (13), where applicable.

Varsity will ensure the security of School Data by using commercially reasonable electronic and physical safeguards that are appropriate for the School Data. In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, School Data (a "**Security Incident**"), Varsity shall notify School without undue delay upon learning of such Security Incident. Except to the extent that the Security Incident arises from the acts or omissions of School, Varsity will, at School's request or direction, provide reasonable assistance and cooperation to School as may be required under Privacy Laws to investigate and remediate a Security Incident.

The use of the Services is governed by Varsity's Privacy Policy, available online at: <https://www.varsitytutors.com/privacy>, (the "**Privacy Policy**"). To the extent of any conflict between these Terms and the Privacy Policy, the Terms shall control. The Privacy Policy includes a listing of the categories and types of School Data that may be provided by School. The parties agree that School Data excludes (a) anonymized or aggregated data, and (b) information collected by Varsity outside of the Education Offerings, and School understands that Varsity may use and maintain such data for its own purposes, including, without limitation, analytics and development purposes, and in accordance with its Privacy Policy.

Within ninety (90) days from expiration or termination of the Order Form, Varsity will delete all School Data from Varsity's systems except to the extent Varsity is required to retain School Data under applicable law. School shall be responsible for maintaining any School Data that it is required to maintain after termination or expiration of the Order Form.

8. Intellectual Property.

Except as expressly stated herein, neither party transfers any intellectual property rights to the other party. As between the parties, Varsity owns all intellectual property rights in the Services. If School provides its logo, trademarks, or other intellectual property for purposes of branding the Services, School permits Varsity to use such materials provided by School for the purpose of providing the Services. Neither party may use the name, logo, or trademarks of the other party in any marketing materials or advertising without such party's prior consent.

9. Disclaimer of Warranties.

VARSITY MAKES NO WARRANTY OR REPRESENTATION THAT THE ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. VARSITY HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, NON-INFRINGEMENT, AND QUALITY, UNLESS PROHIBITED BY LAW. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. VARSITY DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES.

10. Indemnification.

Varsity will defend, indemnify, and hold harmless School from any claims, actions, suits, losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of any third party claim or action brought against School alleging that the Platform infringes the intellectual property rights of any third party. The foregoing obligations in this Section 10 shall not apply to the extent (a) the infringement arises from: (i) School's breach of the Terms or the Order Form, or (ii) School Materials; or (b) School fails to provide prompt written notice of the claim, provided that such failure shall only relieve Varsity of its obligations to the extent of actual prejudice, if any.

Except to the extent prohibited by law, each party shall be responsible for any claims, actions, suits, losses, costs, liabilities, and expenses (including reasonable attorneys' fees) directly caused by the actions of such party, its employees, and (with respect to School) its End Users.

11. Limitation of Liability.

IN NO EVENT WILL VARSITY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE PLATFORM, OR SERVICE INTERRUPTIONS) ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM, THE SERVICES, OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF VARSITY FOR ALL DAMAGES, LOSSES, CAUSES OF ACTION

(WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID BY SCHOOL UNDER THE APPLICABLE ORDER FORM OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. Miscellaneous.

(a) Neither party shall be responsible for any delay, default, or failure to perform to the extent arising from circumstances beyond its control, including, without limitation, acts of God, natural disasters, the action or inaction of a third party government authority, changes to laws or regulations, labor or contractor strikes or shortages, or acts of civil disobedience, terrorism, or war.

(b) Except where prohibited by applicable law: (a) these Terms and any Order Form hereunder shall be governed by the laws of the State of Missouri without regard to any conflict of law provisions, and (b) the parties hereby consent to the exclusive jurisdiction and venue of the Circuit Court of the County of St. Louis, Missouri, or the United States District Court for the Eastern District of Missouri, for all disputes arising between the parties hereunder.

(c) If any provision herein is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of these Terms and the parties shall negotiate in good faith a new provision to replace the invalid or non-binding provision that has, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the content and purpose of the Terms.

(d) These Terms and the Services shall not constitute a joint venture, partnership, or agency between the parties and the parties agree that Varsity is acting as an independent contractor hereunder. Neither party shall have the right to make any warranty or representation to such effect or to otherwise bind the other party. In addition, School understands that Professionals on the Platform are independent contractors and Professionals have their own teaching styles, manner, means, and methods of tutoring and/or instruction. Each Professional is responsible for coordinating with School to determine the curriculum, content, lesson plans, and scheduling or coordination of the Education Offerings. Neither Varsity nor School will be responsible for the conduct of any Professional and neither will be liable for any claim, injury, or damage arising in connection with any Education Offering provided by a Professional to Learner. If a Learner is unsatisfied with the results, outcomes, or the particular services provided by the Professional, the Platform allows the Learner to engage with another Professional.

(e) School acknowledges and agrees that these Terms and the Services do not confer any benefits to any third party and there are no third party beneficiaries hereto.

(f) The delay or failure of either party in exercising any right or obligation herein shall not be construed as a waiver thereof. The Terms may only be waived in writing signed by the parties hereto.

(g) These Terms constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and any and all prior agreements, understandings, and representations related to the subject matter hereof, are hereby terminated and canceled in their entirety and are of no further force and effect.

(h) Any and all notices provided hereunder shall be in writing or by electronic transmission. Notices to School may be sent by email to Administrators. Notices to Varsity may be sent by email to corporate@varsitytutors.com or in writing to Varsity Tutors for Schools, 101 S. Hanley Rd., Suite 300, St. Louis, MO 63105, Attn: Chief Legal Officer.

(i) School acknowledges that these Terms and the Order Form are not assignable by School without Varsity's prior written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment in violation of these Terms shall be null and void.

TITLE	Lincolnwood - Order Form and Terms
FILE NAME	VT4S_ Order Form ...od) 20220107.docx
DOCUMENT ID	4002944d55b799ca0ff644155180a4f8b0d442b8
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



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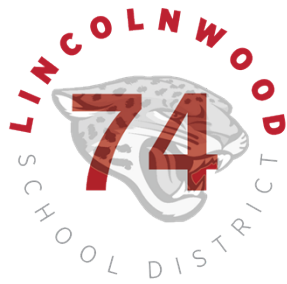


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Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: 2022-2023 Encyclopedia Britannica Renewal

PREPARED BY: Jordan Stephen

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

Encyclopedia Britannica is a curricular tool that is available online to all students in the District. The resources found through this service meet the unique needs of every learner as students can toggle between three reading levels on each article, have articles read aloud, and use Merriam-Webster's dictionary to hear words pronounced and read their definitions. Each article can also be translated into over 80 languages. For every search, information pulled from Britannica School appears on the right side of the screen, ensuring that students are learning from a reliable and fact-checked source. Based upon usage statistics, this product is being used widely across the District.

We have asked the vendor to offer a longer than normal contract so that this product will be expiring at the end of the 2023 school year to align with the end of the school year and our fiscal year. District Legal Counsel has reviewed these Terms and the Quote for Encyclopedia Britannica Renewal and found it acceptable. Counsel noted that SOPPA does not apply to this vendor.

Fiscal Impact:

\$977.50 for the use of Britannica School Subscription for all students and teachers in the school District.
(The District paid Encyclopedia Britannica \$665.00 in 2021-2022)

Recommendation:

The Finance Committee concurs with the Administration to recommend that the Board of Education approve the Britannica School Subscription Renewal Contract in the amount of \$977.50 from January 31, 2022 to June 30, 2023.

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Last Updated: June 9, 2021

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- and
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QUOTE NUMBER	QUOTE DATE	FEDERAL ID #
Q-55552	12/10/21	36-2063569

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ADMINISTRATION BUILDING
LINCOLNWOOD SCHOOL DISTRICT 74
6950 EAST PRAIRIE ROAD
LINCOLNWOOD, IL 60712

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CHICAGO, IL 60694-5225

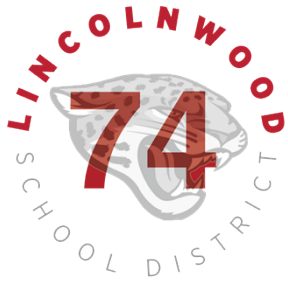
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SET ASIDE		ORDER	PURCHASE ORDER		
			PENDING PO		
			N/A		
Quantity			Unit Price		
Order		Ship	Extension		
		PROD NO.	DESCRIPTION		
			BRITANNICA SCHOOL		
			RENEWAL PERIOD: 1/31/2022 TO 6/30/2023, 17 MONTHS		
			WIRE PAYMENT REMITTANCE:		
			BMO HARRIS BANK		
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			\$977.50		

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CHANGED BY CUSTOMER 1/13/22
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Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: 2022-2023 PebbleGo by Capstone Renewal

PREPARED BY: Jordan Stephen

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

PebbleGo by Capstone is a curricular content hub specifically designed for K-2 students. The service is packed with informational articles, ready-made activities, and literacy support for students of all abilities, it boosts engagement and fosters independent learning in core subject areas. This product has been in use for many years at Todd Hall and fits the needs of K-2 learners.

In the past students and teachers have used the following educational modules related to this product: Animals, Social Studies, Science, Biographies, Health, Read More: Animals, and Read More: Science. PebbleGo by Capstone has reorganized its modules and integrated some of its topics into others. After conducting a usage assessment, the District will be scaling back its subscriptions to reflect only the resources that are essential for student use. At the same time, we have asked the vendor to offer a longer than normal contract so that this product will expire at the end of the 2023 school year to align with our fiscal year. District Legal Counsel has reviewed the Terms and Quote for PebbleGo by Capstone and found it acceptable. No amendment is required as it does not appear that SOPPA would apply.

Fiscal Impact:

\$1,340.22 for the use of three modules from PebbleGo by Capstone. (The District paid PebbleGo by Capstone \$1,799.00 in 2021-2022) Future years will be billed at an estimated \$999.00 for the same services.

Recommendation:

The Finance Committee concurs with the Administration to recommend that the Board of Education approve the PebbleGo by Capstone Renewal Contract in the amount of \$1,340.22 from February 28, 2022 to June 30, 2023.

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[Credits \(/helpful-information/credit\)](#)

Company

[About Us \(/company/about-capstone\)](#)

[Blog \(/blog\)](#)

[News/Updates \(/company/news-updates\)](#)

[Contact Us \(/company/contact-us\)](#)

~~[/company/contact-us](#) ([/company/contact-us](#))~~

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Capstone
1710 Roe Crest Drive
North Mankato, Minnesota 56003
United States

QUOTE: Q-10341

CAPSTONE QUOTE PREPARED FOR TODD HALL ELEMENTARY SCHOOL

Prepared on: December 8, 2021
Service start date: February 28, 2022

Payment terms: Net 30

QUOTE PREPARED FOR:

Jordan Stephen
Todd Hall Elementary School
3925 W Lunt Ave
Lincolnwood, Illinois 60712-2597
P: (847) 675-8234
jstephen@sd74.org

QUOTE PREPARED BY:

Amy Remington
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aremington@capstonepub.com

On behalf of:
Kori Kubitz
P: (773) 202-0955
kkorky5@aol.com

PRODUCTS

PRODUCT	ITEM NUMBER	LIST PRICE	NET PRICE	# OF SITES	MONTHS	TOTAL
PebbleGo Bundle 3-pack	CPQ-PebbleGo-3pack-Bundle			1	16	
PebbleGo Animals	978-1-4296-3699-5	\$333.00	\$446.74	1	16	\$446.74
PebbleGo Social Studies	978-1-6206-5952-6	\$333.00	\$446.74	1	16	\$446.74
PebbleGo Biographies	978-1-4296-6818-7	\$333.00	\$446.74	1	16	\$446.74

QUOTE TOTALS

Quote Total: **\$1,340.22**

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If you are using a purchase order or submitting payment, choose one:

- Email PO to orders@capstonepub.com
- Fax PO to (888) 517-8978
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ORDER NOTES:

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QUOTE: Q-10341

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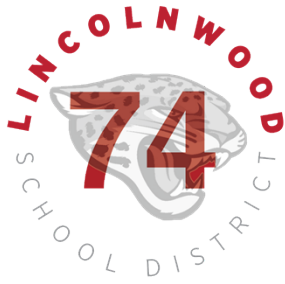
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Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: 2022-2023 PowerSchool Group, LLC Renewal Contracts for Registration and
SIS Maintenance and Support

PREPARED BY: Jordan Stephen

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

PowerSchool Group, LLC. is the provider of the District's Student Information System (SIS). PowerSchool Group, LLC houses data that can be accessed by District staff, students, and parents. Powerschool's reporting engine makes it possible for the District to upload information into ISBE's Student Information System.

PowerSchool Group, LLC Enrollment Registration makes online student registration possible. Data entered by parents/guardians is polished by the system and uploaded directly into the District's PowerSchool Student Information System (SIS).

District Legal Counsel has reviewed the PowerSchool Group, LLC Contracts and found them acceptable. Counsel did note that the Terms and Conditions, while unchanged from the previous year, specify California law. While this is not uncommon in school-specific software licenses, a request to include language specifying a Circuit Court of Cook County venue was presented to PowerSchool but no response has been received as of yet.

Fiscal Impact:

\$9,948.32 for SIS Maintenance and Support

(The District paid PowerSchool \$6,871.52 in 2021-2022)

\$15,242.98 for Registration and Enrollment

(The District paid PowerSchool \$9,807.30 in 2021-2022)

***Note** These prices have increased as we have aligned the dates so that the end of contract date will now align with the end of the 2023 school year along with the Schoology product which is also owned by Powerschool.*

Recommendation:

The Finance Committee concurs with the Administration to recommend that the Board of Education 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.



MAIN SERVICES AGREEMENT

January 1, 2021 version

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

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

1. DEFINITIONS.

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

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

1.3. "*Customer*" means the school, school district, or other entity that obtains subscription access to PowerSchool's Subscriptions Services or purchases PowerSchool Services.

1.4. "*Customer Data*" means all data, files, documents and records uploaded to a PowerSchool Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of the Customer. Customer Data is the property of Customer.

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

1.6. "*Documentation*" means all written user information, whether in electronic, printed, or other format, delivered or made available to Customer by PowerSchool with respect to PowerSchool Product(s), now or in the future, including

instructions, manuals, training materials, and other publications that contain, describe, explain, or otherwise relate to PowerSchool Product(s).

1.7. "*Embedded Applications*" means software developed by third parties that resides within the software developed by PowerSchool as part of the PowerSchool Product(s) and performs a very specific set of functions, pursuant to [Exhibit E \(Product Specific Terms\)](#).

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

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

1.10. "*Licensed Site(s)*" means the internet address of the web-based, PowerSchool Products(s) whether hosted as a SaaS solution or hosted on-premises by the Customer for their



third-party vendor listed on a PowerSchool Quote.

1.11. "Party" means either the PowerSchool Contracting Entity or the Customer of the PowerSchool Product(s).

1.12. "Parties" means the PowerSchool Contracting Entity and the Customer of the PowerSchool Product(s).

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

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

1.15. "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote.

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

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

1.18. "Quote" means PowerSchool's standard order form that (i) specifies the PowerSchool Product(s) and other Services provided to Customer; (ii) references the applicable agreement; and (iii) is signed or incorporated to a signed agreement by authorized representatives of both Parties.

1.19. "SaaS" means the acronym for the phrase "software as a service."

1.20. "Services" means any combination of the following: a) on-premises Hosting Services, and/or b) Professional Services.

1.21. "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote.

1.22. "Subscription Service(s)" means all PowerSchool SaaS software applications (including Embedded Applications), any subsequent versions of the same and all related Documentation provided to Customer pursuant to this Agreement, now or in the future; provided, however, that Subscription Services does not include any Third-Party Software and do not apply to perpetual licensed-versions of the PowerSchool software applications. Subscription Service(s) are offered via subscription licenses where services are hosted either by or on behalf of PowerSchool; or in servers on the Customer's premises as identified on the applicable Quote.

1.23. "Support Services" is defined in [Exhibit A \(Support Policy\)](#).

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

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

1.26. "Term" means the duration of the Agreement as described in section 11.1.

1.27. "Third-Party Software" means software products supplied or developed for a particular purpose by someone other than the PowerSchool Contracting Entity and is not licensed by PowerSchool. Third-Party Software will not include Embedded Applications as defined herein. For clarity, PowerSchool licenses the Embedded Applications to Customer as part of Subscription Service(s), whereas PowerSchool is not the licensor of Third-Party Software.

1.28. "Transaction Data" means system usage information of a User(s) who progresses through the applications and functions of a PowerSchool Product(s).

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



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

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

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

herein are expressly reserved by PowerSchool.

2.3 Restrictions on Subscription Service(s). Customer will not allow PowerSchool Product(s) to be accessed by third parties without PowerSchool's prior written consent.

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

2.3.2 In no event may PowerSchool Product(s): (a) be used other than at the Licensed Sites; (b) exceed the maximum quantity for the PowerSchool Product(s) as stated in the Quote without additional payment; (c) be used to perform service bureau functions for third parties, or to process or manage data for websites other than the Licensed Sites; (d) be made available via a network or otherwise to any school, school district, or third party other than the Licensed Sites; or (e) be accessed independently from PowerSchool provided tools for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

2.3.3 Customer will ensure its User(s) will not, and itself will not, whether through any affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the PowerSchool Product(s); (b) decipher, decompile, disassemble, reverse assemble, decrypt, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the PowerSchool Product(s), in whole or in part, for any purposes or otherwise;



(c) write or develop any derivative works based upon the PowerSchool Product(s). To the extent permitted by applicable law, Customer will hold PowerSchool harmless from claims for damages resulting from Customer's misuse of the PowerSchool Product(s), including PowerSchool's Intellectual Property Rights. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the PowerSchool Product(s), and notify PowerSchool promptly of any such unauthorized access or use. Customer will not transfer, assign, provide, or otherwise make PowerSchool Product(s) or Services available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment, or transfer of any rights, duties, or obligations by Customer in violation of this Agreement will be void.

3. PROPRIETARY RIGHTS

3.1 Intellectual Property Rights.

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

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

3.3 Confidentiality. To the extent allowed under applicable law, Customer agrees that the terms of this Agreement, including all pricing for PowerSchool Product(s) and Services, must be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool. Customer agrees that PowerSchool may publicly refer to Customer (both in writing and orally) as a

client, and may identify Customer as a client, among other places, on its website, in press releases, and in sales materials and presentations. Customer agrees to keep PowerSchool Product(s) confidential and to prevent unauthorized disclosure or use of PowerSchool Product(s) in Customer's possession. Customer will notify PowerSchool immediately in writing of any unauthorized use or distribution of PowerSchool Product(s) of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any PowerSchool Product(s) for which PowerSchool makes available passwords or other user identification technology to access such Subscription Service(s), Customer will advise all User(s) of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared. Customer is solely responsible for maintaining the confidentiality of each username and password used and is solely responsible for any and all activities that occur under all Customer accounts. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security. PowerSchool will not be liable for any loss that Customer may incur as a result of someone else using Customer's passwords or accounts, either with or without the Customer's knowledge. PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Customer confidential information that is disclosed to PowerSchool in connection with the performance of Services, and to use such Customer confidential information solely for purposes of performing Services hereunder. De-identified Data and Transaction Data used by PowerSchool for internal research and improvement of PowerSchool Product(s) is not subject to this section's confidentiality obligations. While PowerSchool will not rent or sell information for marketing purposes and will not share or sell Customer data with third parties for marketing purposes, Customer hereby grants PowerSchool permission to use, copy, and/or combine with any De-identified Data. PowerSchool will require its employees, agents, and subcontractors performing work hereunder to enter into a written agreement with PowerSchool that imposes obligations

that are substantially similar to those imposed on PowerSchool hereunder. For purposes of this Section, "Customer Confidential Information" means any Customer Data belonging to Customer, or any other Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section will not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Customer to any third party at any time. Customer grants to PowerSchool a non-exclusive, royalty-free license to use Customer's equipment and software solely for the purpose of enabling PowerSchool to perform its obligations under the Agreement.

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

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

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

4. SUPPORT AND OTHER SERVICES. As part of the Subscription Service(s), PowerSchool will provide the Support Services set forth in [Exhibit A \(Support Policy\)](#) and Professional Services mutually agreed upon via a Statement of Work pursuant to [Exhibit B \(Professional Services Policy\)](#).

5. FEES AND TAXES. Customer agrees to pay PowerSchool, in accordance with payment

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

6. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN-SOURCE SOFTWARE. Third Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. Third-Party Software is not owned or supported by PowerSchool. All support, warranties, and services related to Third-Party Software are provided by the supplier of the Third-Party Software under such third party's terms and conditions, and not by PowerSchool. For clarity, PowerSchool is the licensor for Embedded Applications to Customer as part of Subscription Services, whereas PowerSchool is not the licensor of Third-Party Software. PowerSchool will have no obligations regarding any Third-Party Software. Further, PowerSchool will not be responsible for providing support: (i) for problems caused by Customer's use of or access to the PowerSchool Product(s) other than as intended; (ii) for any use in violation of this Agreement; or (iii) for any unauthorized modifications made to the PowerSchool Product(s) by Customer or any third party. In



the event the need for Support Services provided are traced to a Customer's or a third party's actions, unauthorized use, or system changes; fees and expenses for said Support Services may be billed to Customer at PowerSchool's then current rates which Customer will promptly pay. Only Section 5, 6, 9 and 12 of this Agreement apply to Third-Party Software. In addition, PowerSchool Product(s) may contain Embedded Applications. If any additional license terms are identified in [Exhibit E \(Product Specific Terms\)](#), Customer will comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open-source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open-source licensing terms will govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Customer acknowledges that if any open-source software component is licensed under terms that permit Customer to modify such component, and if Customer does modify such component, then PowerSchool will not be responsible for any incompatibility due to such modifications.

7. PRICING; ENROLLMENT INCREASES.

Pricing for access to PowerSchool Product(s) is based on the quantity identified in the applicable Quote. If Customer accesses PowerSchool Product(s) with more than the quantity identified in the applicable Quote, then PowerSchool may submit an amended invoice for the amount of such excess usage, and Customer will pay the fees applicable to the variance in accordance with the terms of the applicable invoice. Any such increase in quantity will be maintained through the end of the then-current term. Such additional fees will be computed by multiplying the then-current per individual license and support fees for PowerSchool Product(s) by Customer's additional User count. Customer's subsequent Support Services invoices will be based on the increased Users as well.

8. COMPATIBLE PLATFORMS/HARDWARE.

Where applicable, Customer will be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the

PowerSchool Product(s) and all charges related thereto. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access PowerSchool Product(s). PowerSchool will not be responsible for any incompatibility between PowerSchool Product(s) and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer's use with PowerSchool Product(s). PowerSchool will make written requirements available to Customer at Customer's request.

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

10. DISCLAIMER OF OTHER WARRANTIES. POWERSCHOOL PRODUCT(S) ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 9), AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A



PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL PRODUCT(S) WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL PRODUCT(S) OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE POWERSCHOOL PRODUCT(S) WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE POWERSCHOOL PRODUCT(S) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. CUSTOMER AGREES THAT THE USE OF POWERSCHOOL PRODUCT(S) IS AT CUSTOMER'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the date the Customer first executes this Agreement or a Quote incorporating the same; and continues until the later of five (5) years from the Effective Date; or the end date for any and all PowerSchool Product(s) or Services governed by this Agreement.

11.2 Subscription Term. The subscription term of each license for Subscription Service(s) will be as specified in the applicable Quote, which specifies a start and end date. Except as otherwise specified in a Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion.

11.3 Suspension. PowerSchool will have the right to suspend performance of certain obligations under this Agreement in the event where Customer is notified that an objective security threat arises so great as to warrant immediate action by

PowerSchool to protect the security of Customer data and the PowerSchool systems.

11.4 Termination for Breach. Either party will have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool will have the right to terminate this Agreement immediately upon written notice in the event that Customer breaches any of its obligations under Section 2 (PowerSchool Product Subscription) or **Section 3** (Proprietary Rights). Customer further acknowledges that, as breach of the provisions of **Section 3** could result in irreparable injury to PowerSchool, PowerSchool will have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

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

11.6 Termination for Non-Appropriation. The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the PowerSchool Product(s) and Services captured in an applicable Quote that are the subject of this Agreement following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the applicable Quote without liability for any termination charges, fees, or penalties at the end of its last fiscal period for which funds were appropriated. Customer will be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated (a) immediately after Customer receives notice of such non-appropriation; and (b) at

least thirty (30) days prior to the effective date of such termination. Customer will not utilize this clause as a right to terminate any Quote nor this Agreement for convenience. PowerSchool reserves the right to seek documentation evidencing such non-appropriation of funds.

11.7 Effects of Termination. In the event of any termination of all or any portion of this Agreement, Customer will not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12, 13 and 14 will survive termination of this Agreement. Immediately upon any termination of Subscription Service(s) under this Agreement, Customer will, at its own expense, either return to PowerSchool or destroy all copies of such PowerSchool Product(s), and Customer's authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Product(s) have either been destroyed or returned to PowerSchool. In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the contract or any portion thereof, Customer agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term in the applicable Quote, as actual damages being impossible to calculate. This clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool's breach in accordance with Subsection 11.4 herein, or (b) as a result of non-appropriation of funds in accordance with Subsection 11.6 herein.

12. LIMITATION OF LIABILITY. POWERSCHOOL WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SUBSCRIPTION SERVICE(S), SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER WILL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE POWERSCHOOL PRODUCT(S) ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO POWERSCHOOL PRODUCT(S) EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUBSCRIPTION SERVICE(S), SUPPORT SERVICES OR HOSTING SERVICES, OR PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED.

13. INDEMNIFICATION.

13.1. Indemnification by PowerSchool.

Subject to Section 12 (LIMITATION OF LIABILITY), PowerSchool hereby agrees to defend, indemnify, and hold harmless the Customer from and against any and all losses, liabilities, costs, expenses and damages arising out of or relating to any claim by a third party alleging infringement of any Intellectual Property Rights as to the PowerSchool Product(s), provided that PowerSchool will have received from Customer (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement of such claim; and (iii) all reasonable and necessary cooperation of Customer.

If Customer's use of the PowerSchool Product(s) is enjoined, PowerSchool may (i) substitute for the PowerSchool Product(s), a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the PowerSchool Product(s); or if (i) or (ii) are not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused

portion of the paid fee.

The foregoing obligation of PowerSchool does not apply to the extent the claim arises from (i) modifications to the PowerSchool Product(s) by anyone other than PowerSchool; (ii) combinations of the PowerSchool Product(s) with products or processes not provided or authorized by PowerSchool; or (iii) any unauthorized use, access, or distribution of the PowerSchool Product(s).

13.2. Indemnification by Customer. To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool harmless against and from any claim, demand, expenses, or losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), made by any third party against PowerSchool due to or arising out of: (a) Customer's access, use of and/or connection to the PowerSchool Product(s); (b) Customer's sharing of any content obtained through access or use of the PowerSchool Product(s) to any third party; (c) Customer's violation of Section 2 (PowerSchool Products Subscription), or Section 3 (Proprietary Rights); (d) information Customer sent, submitted, electronically received, accessed, printed, downloaded, or transmitted through the PowerSchool Product(s); or (e) Customer's gross negligence or willful misconduct.

14. GENERAL PROVISIONS

14.1 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS DEPENDING UPON THE ACCOUNT'S COUNTRY LOCATION AS LISTED IN THE TABLE BELOW. THE VENUE LISTED IN THE TABLE WILL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION, SPECIAL PROCEEDING OR OTHER PROCEEDING AS BETWEEN THE PARTIES THAT MAY BE BROUGHT, OR ARISE OUT OF, IN CONNECTION WITH, OR BY REASON OF THIS AGREEMENT. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement will not be subject to the Uniform Computer

Information Transactions Act.

Account Country	Venue	Governing Law
Canada	Victoria	Province of Ontario
United States	San Francisco	California
Any other country that is not Canada or the United States	San Francisco	California

14.2 Compliance Verification. During the term of the Agreement and for a period of one (1) year following its termination, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of the Agreement. Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, (b) make requested personnel, records, and information available to PowerSchool or its designee, and (c) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. If such verification process reveals any noncompliance, Customer must promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Product(s) and Services and interest fees related to usage in excess of the quantities purchased.

14.3 Amendment. This Agreement may only be amended or modified by a writing specifically referencing the particular section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

14.4 Force Majeure. Neither PowerSchool nor the Customer will be deemed in breach of this Agreement for failure in performance resulting from acts beyond its reasonable control, including but not limited to, breach by subcontractors or suppliers, failure of Customer to provide PowerSchool promptly and accurate



information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, tsunamis, drought, disease, quarantine, or other extraordinary circumstances beyond either Party's control.

14.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force. No delay or omission by either Party in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by PowerSchool of any provision of this Agreement must be in writing and signed PowerSchool and will not imply subsequent waiver of that or any other provision.

14.6 Payments. Customer agrees that its payment and other obligations under this Agreement are absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim, or recoupment due or alleged to be due as a result of any past or future claim that Customer may have against PowerSchool. Specific payment terms may be captured on the PowerSchool Quote. Customer agrees that it will use its best efforts to cooperate with PowerSchool and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford PowerSchool the opportunity to adequately provide the PowerSchool Product(s) and Services. Payment terms are defined in the applicable Quote.

14.7 Time to Bring Action. To the extent allowed under applicable law, Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

14.8 Notices. All notices under this Agreement must be in writing and delivered

by overnight delivery service or certified mail, return receipt requested, with a copy by email. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

**PowerSchool Group LLC,
Attn: General Counsel
150 Parkshore Drive,
Folsom, CA 95630**

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either party may change its notice address by notifying the other in like manner.

14.9 Assignment. Neither PowerSchool or Customer may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assignees.

14.10 Facilities. Customer acknowledges that certain Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Customer's premises, Customer agrees to provide appropriate access to utilities, workspace, and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

14.11 Background Checks. Given the nature of the data we process, PowerSchool conducts thorough nationwide and province-wide background checks, including criminal records, terrorist watch list, sex offender database and a multi-panel drug test on all employees. PowerSchool also requires its contractors, under its separate agreement, to conduct a

background check of its employees before any assignment of services from PowerSchool to the Customer.

14.12 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Customer specifically agrees that Customer will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules, or other limitations imposed by any government authority; nor (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

14.13 U.S. Government Restricted Rights. PowerSchool Product(s) is a “commercial item” as that term is defined in 48 C.F.R. §2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire PowerSchool Product(s) only with those rights set forth herein.

14.14 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.

14.15 Attorney Fees. In the event any court action is commenced by one party against the other with respect to any dispute arising out of this Agreement or any Quote or Statement of Work, the prevailing party will be entitled to recover its out-of-pocket and court costs and reasonable

attorney fees relating thereto. The cost of in-house legal staff will be valued at market rates for comparable services from private practitioners.

14.16 Security. Customer agrees to require annual cyber security training for User(s) when reasonably applicable. Customer will also require User(s) to utilize multi-factor authentication to access computer systems with PowerSchool Product(s) when reasonably applicable. Customer must keep a record of completion certificates and PowerSchool may request to see them as part of compliance verification.

14.17 Entire Agreement. This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to same. The terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties’ agents, and/or the Parties’ previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments. Together they constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to same. The



terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties'

agents, and/or the Parties' previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy.

EXHIBIT A**SUPPORT POLICY**

1. Definitions. Capitalized terms not defined herein have the meanings assigned to them in the Agreement between Customer and PowerSchool to which these Support and Services Policies (“Policies”) are attached. In addition, for purposes of these Policies, the following definitions will apply:

1.1 “Errors” means a reproducible failure of Subscription Service(s) to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service(s) in a proper operating environment and on hardware and system software sufficient to meet PowerSchool’s then-current minimum requirements, which are subject to change as New Versions are released. User(s) mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Subscription Service(s), the Documentation, or both.

1.2 “Fix” means a patch, service pack or corrective update of Subscription Service(s) that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Subscription Service(s) in accordance with the applicable Documentation and developed by PowerSchool.

1.3 “New Products” means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the Subscription Service(s) originally licensed by Customer and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the Subscription Service(s) originally licensed by Customer. New Products will be licensed to Customer in accordance with the applicable Quote under the terms of this Agreement.

1.4 “New Version” means an updated version of Subscription Service(s) issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to Subscription Service(s) that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Subscription Service(s).

1.5 “Support Services” means those support services described in Section 3.1 below that will be provided hereunder with respect to Subscription Service(s).

1.6 “Telephone and E-mail Support” means telephone and e-mail support services, available Monday through Friday, during PowerSchool’s normal business hours, exclusive of PowerSchool’s holidays, regarding Subscription Service(s).

2. Support Term; Fees. Support is provided as a part your purchased Subscription Service(s) listed on the Quote. Support with your Subscription Service(s) will continue with the duration of your purchase of a Subscription Service(s). For Support Services of an on-premise subscription Support will begin upon shipment (FOB PowerSchool’s place of shipment) of Subscription Service(s) (or, in the case of a when made available for download electronically, upon PowerSchool’s provision of the necessary licensing information to enable Customer to download Subscription Service(s) or launch date when access to the Subscription Service(s) is provided.

3. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Subscription Service(s). The scope of Support Services will be as follows:

3.1 Support. Support Services include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Customer is experiencing in using the Subscription Service(s); and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing functionality of a Subscription Service(s) are to be included in a New Version (and are therefore provided at no charge to customers with a current



support subscription).

32 Custom Programs. For any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that the Subscription Service(s) includes any functionality that allows the user to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.



EXHIBIT B

PROFESSIONAL SERVICES POLICY

This Exhibit B sets forth the additional policy and party expectations supporting PowerSchool's provision of Professional Services to the Customer in connection with the solution provided pursuant to this Agreement.

1. Performance of Professional Services.

1.1. Statements of Work. For many professional services projects, PowerSchool will capture the project details in a signed statement of work (each a Statement of Work or "SOW") setting forth the agreed upon scope of the professional service, estimated or actual pricing and any special payment terms and, if applicable, project schedule, and estimated delivery dates. Both Parties will execute each Statement of Work and each is incorporated into this Agreement. For professional services projects not requiring the completion of a SOW, alignment between the Parties on such services are captured in a request form, change order or in the signed Quote. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

1.2 Delivery and Cooperation. Customer acknowledges that Customer's cooperation is essential to the timely performance of PowerSchool's services. Customer will, to the extent required in connection with the performance of PowerSchool's services: (i) provide PowerSchool with any necessary Customer materials; (ii) provide PowerSchool with any required access to Customer's personnel, facilities, or data; (iii) cause the appropriate personnel to cooperate with PowerSchool as required for PowerSchool to provide PowerSchool's Professional Services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work or otherwise communicated to the Customer. If Customer fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing. Unless otherwise expressly agreed in a Statement of Work, all Professional Services will be deemed accepted upon delivery. Customer will have fifteen (15) days from delivery to contest acceptance. Any contestation must be in writing and must conform with this Agreement's Notice provision.

2. Fees and Expenses. In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in a Quote, written acknowledgment of Customer's order, or as may be subsequently agreed upon by the Parties in a SOW; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Customer agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Customer's order, or, for work subsequently requested, at the rates agreed upon by Customer and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Customer prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Unless otherwise agreed, the Customer will also pay PowerSchool for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Customer's order will apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. If Customer pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid services amount that has not been used by Customer toward services rendered within such twelve (12) month period will be forfeited.

3. Training. PowerSchool reserves the right to limit the number of persons permitted to attend any training class based upon PowerSchool's current understanding of the project scope and past experience in executing these types of engagements.



4. **Changes to Project Scope.** Customer may request changes to the scope of a Statement of Work. Any changes to the scope of a Statement of Work will result in a change order to such Statement of Work or a new Statement of Work. Any scope changes will be made pursuant to the terms set forth in a Statement of Work, to be mutually agreed upon by the Parties.
5. **Services Cancellation.** Customer will pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Customer cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Customer's request.
6. **Ownership of Materials.** PowerSchool is the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports, or other deliverables (collectively, "Deliverables") created for or provided to Customer pursuant to any Professional Services, unless otherwise agreed to in writing. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, Customer will have a paid-up, royalty-free license to use such Deliverables for Customer's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement will prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any confidential information of a Customer incorporated into any Deliverable remains subject to the provisions of such Section.
7. **Data Loads.** For most Subscription Service(s), successful implementation requires proper data loads in specific formats and layouts. PowerSchool will inform the Customer of the specific instructions such as data file layouts to support the data load for the implementation of a Subscription Service. If the Customer is unable to provide the data as required, PowerSchool may offer services to complete the data load at an additional charge. If such services are purchased, Customer agrees to follow PowerSchool's specific instructions and use best efforts to support the data load activity as outlined by PowerSchool any such data load or migration. PowerSchool will not directly access non-PowerSchool applications to assist the Customer in any data migration activity. Successful implementation is the shared obligation of both Parties.



EXHIBIT C

HOSTING SERVICES POLICY

1. Term; Fees. Hosting Services on-premises are available at an additional cost. For Hosting Services purchased concurrently with Customer's access to Subscription Service(s), Customer's initial Hosting Term will begin as of the start date listed on the signed Quote and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in the Quote, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either Party may terminate the provision of Hosting Services as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Customer with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Customer (but in any event will continue providing Hosting Services for the balance of the current term for which Customer has prepaid for such Hosting Services). If notice of non-renewal is not given by either party, then PowerSchool will invoice Customer for the applicable renewal fees for a subsequent Hosting Term. If Customer's Hosting Term is terminated due to non-payment, and then PowerSchool subsequently reinstates Customer's access to Hosting Services, such reinstated access will remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Customer must pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Customer must pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Customer related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term.

2. Availability. Customer acknowledges that the Subscription Service(s) may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: a force majeure event as defined in the Agreement, the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Subscription Service(s) caused by Downtime, whether scheduled or not. The foregoing does not apply to non-production systems, such as test, training, and archival systems, which are available on an hourly basis.

3. Acceptable Use Policy. Customer acknowledges that PowerSchool does not monitor or police the content of communications or Customer data or its users' activities transmitted through the Subscription Service(s), and that PowerSchool will not be responsible for the content of any such communications or transmissions. Customer must use the Subscription Service(s) exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Customer agrees not to post or upload any content or data which: (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Customer. PowerSchool may suspend or terminate any User(s) access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such User(s) has violated the terms and conditions of this Agreement.

4. Security. In addition to complying with "Exhibit D: Security and Privacy", Customer will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Customer will comply with the user authentication requirements for use of the Hosting Services. Customer is solely responsible for monitoring its authorized User(s) access to and use of the



Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized User(s) to comply with the Agreement is a material breach by Customer, and PowerSchool will not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized User(s) if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred. POWERSCHOOL WILL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES RELATED TO A SECURITY INCIDENT THAT IS CAUSED BY THE ACTS OR OMISSIONS, MISCONDUCT, NEGLIGENCE, OR FRAUD BY OR OF CUSTOMER OR ANY USER(S), EMPLOYEES, AGENTS, OR CONTRACTORS.

5. Data. Customer has sole responsibility for the legality, reliability, integrity, accuracy, and quality of the data it processes through and submit to the Hosting Services.



EXHIBIT D

DATA PRIVACY AND SECURITY

1. Ownership of Materials; Confidentiality; Compliance.

- 1.1. PowerSchool Materials.** All pre-existing proprietary data, materials and other intellectual property of PowerSchool that is provided to Customer by PowerSchool in connection with the performance of this Agreement (collectively, “**PowerSchool’s Pre-existing Intellectual Property**”) will remain PowerSchool’s property, except where any written or other tangible materials or customizations delivered to Customer under a specific Statement of Work and Quote is licensed differently.
- 1.2. Customer Data.** PowerSchool will maintain all Customer Data in strict confidence and will not disclose any such Customer Data, or copies thereof, to any person or entity other than Customer’s legal counsel or Customer’s designated contact, or pursuant to the Agreement. The data shared pursuant to this Agreement, including persistent unique identifiers, will be used for no purpose other than the performance of the Services, improvement of PowerSchool Product(s), or internal research. Should PowerSchool, either during or following termination of the Agreement, desire to use any Customer Data for its own purposes not contemplated in this Agreement, it must first obtain the prior written approval of Customer. Customer Data will not include De-identified Data and Transaction Data.
- 1.3. Ownership.** PowerSchool acknowledges that Customer and User(s) retain full right and ownership to and control of all of their data, which includes User-provided or User-generated content (such content not encompassing any modifications to PowerSchool’s Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User(s) or, if the User(s) is a minor child, by the child’s parent/guardian. PowerSchool agrees not to edit or use any information or content, including any Customer Data, generated or obtained from Customer or User(s), whether submitted on PowerSchool’s Site or otherwise obtained, unless: (1) integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to this Agreement, or (2) written consent is first procured from and through the Customer.
- 1.4. Compliance.** The Parties acknowledge that Customer Data may include personal information from education records that are subject to applicable privacy and data security laws of the applicable jurisdiction. Where required, Customer acknowledges it has obtained all appropriate consents from the parents or pupils related to the Customer Data sufficient to grant PowerSchool the permission to conduct data processing services on such Customer Data on behalf of the Customer. Where requested, PowerSchool will execute and append the applicable standard contractual clauses to support data transfer from data controllers to PowerSchool as a data processor.
- 1.4.1. Canada.** For engagements with Customers and Users located in Canada and any of its provinces, the Parties acknowledge such Customer Data will be subject to public sector or private sector data protection laws, as applicable, including the Personal Information Protection and Electronic Documents Act, and any substantially similar provincial law. As an example, if the province of Ontario, the Education Act, RSO 1990, c.E.2, Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A., Municipal Freedom of Information and Protection of Privacy Act RSO 1990, c.M.56 and the Protection of Personal Information and Electronic Documents Act S.C. 2000, c. 5.
- 1.4.2. United States.** For engagements with Customers and Users located in the United States any specific states territory, the Parties acknowledge that (i) Customer Data may include



personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, as amended (“FERPA Records”); and (ii) to the extent that Customer Data includes FERPA Records, PowerSchool will be considered a “School Official” (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of School Officials under FERPA. Each Party represents and warrants to the other Party that it will comply with all provisions of FERPA applicable to such party’s performance hereunder. Further, the Parties also acknowledge that applicable Customer Data may include personally identifiable information from children under the age of 13, subject to the Children’s Online Privacy Protection Act and related regulations (“COPPA”). Where applicable, Customer acknowledges that it will act as agent for the parents of students under the age of 13 for purposes of COPPA. Customer represents to PowerSchool that through the duration of this Agreement, the Customer is duly authorized to provide the data to PowerSchool for processing based on having obtained parental consent where necessary. Customer further acknowledges that it has read, fully understands, and agrees to abide by PowerSchool’s Privacy Policy, available at www.powerschool.com/privacy and as may be revised from time-to-time, incorporated by reference herein.

- 1.4.3. European Union. For engagements with Customers and User(s) located in the member countries of the European Union and the European Economic Area, the Parties acknowledge applicable Customer Data will be subject to the General Data Protection Regulation (GDPR), as amended with enforcement from the European Data Protection Board through EU and EEA national data protection authorities, and the European Data Protection Supervisor (EDPS).
- 1.4.4. United Kingdom. For engagements with Customers and User(s) located in the United Kingdom after December 31, 2020, the Parties acknowledge applicable Customer Data will be subject to the United Kingdom General Data Protection Regulation, and Data Protection Act of 2018, as amended, along with will regulations such as the Pupils’ Educational Records Regulation 2003 (Scotland); the Public Information Regulations 2011 (Wales); and the Education Regulations (Northern Ireland) of 2009, as amended, and as enforced by the Information Commissioner.
- 1.4.5. Switzerland. For engagements with Customers and its User(s) located in Switzerland, the Parties acknowledge applicable Customer Data will be subject to the Swiss Federal Data Protection Act, to be replaced with the Swiss Data Protection Act 2020 (DPA).
- 1.5. PowerSchool will safeguard and keep confidential personal or sensitive information obtained from the User(s), including, but not limited to, personally identifying information such as the name, email address or screen name of the User(s).
- 1.6. PowerSchool may access and use Customer Data on a need-to-know basis and only as expressly authorized by Customer for the sole and express purpose of fulfilling its obligations under this Agreement and any applicable Quote or Statement of Work. Any such access or use of Customer Data by PowerSchool shall be to the minimum extent necessary and only for PowerSchool to fulfill its obligations under this Agreement and any applicable Quote or Statement of Work. PowerSchool shall reasonably cooperate and assist Customer in connection with access requests, inquiries and complaints regarding Customer Data from the individual to whom the data relates or data protection authorities.
- 1.7. The terms herein will not be construed as prohibiting either Party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.



1.8. PowerSchool will not disclose (and will not instruct any of its employees or subprocessors to disclose) in any manner whatsoever any Customer Data to any third party unless: (i) such disclosure is required in order for PowerSchool to perform its obligations pursuant to this Agreement and any applicable Quote or Statement of Work; (ii) such disclosure is permitted under applicable privacy laws; and (iii) the third party agrees, in writing, to protect the confidentiality and security of Customer Data. If PowerSchool becomes legally compelled to disclose any of Customer Data, PowerSchool will to the extent permitted by law provide Customer with prompt written notice thereof prior to disclosure.

2. Return and Disposition of Data.

- 2.1.** Upon written request and in accordance with the applicable terms in **Sections 2.2 or 2.3**, below, PowerSchool will dispose or delete all Customer Data within a commercially reasonable time-period when it is no longer needed for the purpose for which it was obtained. Customer must inform PowerSchool when Customer Data is no longer needed. Disposition will include (1) the shredding of any hard copies of any Customer Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make the information unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes PowerSchool to maintain Customer Data beyond the time period reasonably needed to complete the disposition. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Data have been disposed. Upon receipt of a request from Customer, PowerSchool will provide Customer return of Customer Data, within ten (10) calendar days of receipt of said request, as commercially reasonable. Customer acknowledges there may be a reasonable service fee attached to such data return service where more than two (2) such service request is submitted by the Customer during the term. PowerSchool will promptly provide a copy of the Customer Data in PowerSchool's possession at termination or expiration of the Agreement and will certify in writing delivery to Customer.
- 2.2.** Partial Disposal During Term of this Agreement. Throughout the Term of this Agreement, Customer may request partial disposal of Customer Data that is no longer needed. Partial disposal of Customer Data will be subject to Customer's request to transfer such data to a separate account. To the extent Customer is unable to transfer such data by their own accord, PowerSchool agrees to assist Customer to transfer any Customer Data in question, so long as it is commercially reasonable to do so. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer. All transfers must comply with applicable law. PowerSchool is not liable or in breach of this Agreement when it denies a transfer it reasonably believes is not in compliance with the law. Any transfer made on Customer's written request that such transfer is compliant with the law requires Customer to fully indemnify, defend, and hold harmless PowerSchool from complying with Customer's instructions.
- 2.3.** Complete Disposal Upon Termination of this Agreement. Upon termination of this Agreement, PowerSchool will dispose of or delete all Customer Data within a commercially reasonable time period following termination; provided, however, in no event will PowerSchool dispose of Customer Confidential information pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Customer Data needs not be transferred to a separate account.
- 2.4.** Transfer to Succeeding Vendor Upon Termination. Upon termination, or upon a party's receipt of effective notice of termination, of this Agreement, PowerSchool will, if so requested by Customer, securely transfer all Customer Data directly from PowerSchool's Site to the hosting site or platform of another vendor designated by Customer, such transfer to occur on a date on or after the effective date of termination as directed by Customer in a format mutually agreed by PowerSchool. PowerSchool will have no obligation to transfer Customer Data in a form or format specified by succeeding vendor, but PowerSchool will provide Customer Data in a manner that is agreed upon



as industry standard. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer.

3. **Data Security.** PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices for digital storage of sensitive personal data, to protect Customer Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:
 - 3.1. **Passwords and Employee Access.** PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Customer Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Customer Data to employees or contractors who require access pursuant to the Agreement, and only on terms consistent or exceeding the data security measures required by this Agreement between the Parties.
 - 3.2. **Security Protocols.** The Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PowerSchool will maintain all data obtained or generated pursuant to this Agreement in a secure digital environment and will not copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of data requests by Customer.
 - 3.3. **Employee Training.** PowerSchool will provide periodic security training to those of its employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.
 - 3.4. **Security Technology.** PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to this Agreement in an environment using a firewall that is updated according to industry standards.
 - 3.5. **Security Coordinator.** PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to this Agreement upon written request.
 - 3.6. **Sub-processors Bound.** PowerSchool will enter into written agreements whereby sub-processors agree to secure and protect Customer Data in a manner consistent with the terms of this **Section 3**. PowerSchool will periodically conduct or review compliance monitoring and assessments of sub-processors to determine their compliance with this **Section 3**. For the purposes of this Agreement, the term "sub-processor" means a party other than Customer or PowerSchool, whom PowerSchool uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Customer Data.
 - 3.7. **Periodic Risk Assessment.** PowerSchool further acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and remediate any identified security and privacy vulnerabilities in a timely manner.
 - 3.8. **PowerSchool will follow its established access security policies to support the physical security of the Customer Data against such risks as unauthorized access, collection, use, disclosure or disposal, loss or modification. Such security arrangements will include, without limitation, reasonable technical, physical, and administrative safeguards.**

- 4. Data Breach.** In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding seventy-two (72) hours. In the event Customer Data is confirmed to have been accessed or obtained by an unauthorized individual or third party and PowerSchool becomes aware of and objectively confirms the presence of any unauthorized or improper access to, use of and disclosure of any Customer Data, in its possession or under its care and control on behalf the Customer in violation of applicable breach notification laws (each a “**Breach**”), PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding forty-eight (48) hours. PowerSchool agrees to comply with all reasonable requests from Customer in relation to such Breach and, in consultation with Customer and subject to any directions from Customer, take all reasonable steps to mitigate any harmful effect resulting from any such unauthorized access to, use or disclosure of Customer Data.
- 5. Breach Process.** In the event of a Breach, PowerSchool will follow the following process:

 - 5.1.** The security breach notification will be written in plain language, will be titled “Notice of Data Breach,” and will present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
 - 5.2.** The security breach notification described above in **Section 4.1** will include, at a minimum, the following information:

 - 5.2.1.** The name and contact information of Customer’s Designee or his/her designee for this purpose.
 - 5.2.2.** A list of the types of Customer Data that were or are reasonably believed to have been the subject of a Breach.
 - 5.2.3.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification will also include the date of the notice.
 - 5.2.4.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - 5.2.5.** A general description of the Breach, if that information is possible to determine at the time the notice is provided.
 - 5.3.** PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to a Breach related to Customer Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, of any such data breach.
 - 5.4.** PowerSchool further acknowledges to have a written incident response plan that reflects best practices and is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data breach, breach of security, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a copy of said written incident response plan.
 - 5.5.** If Customer requests PowerSchool’s assistance providing notice of unauthorized access, and such assistance does not take on a form unduly burdensome to PowerSchool, PowerSchool will reasonably co-operate and assist in, any investigation of a complaint that any Customer Data has been collected, used or disclosed contrary to Privacy Laws, or the policies of Customer, whether



such investigation is conducted by Customer itself or a body having the legal authority to conduct the investigation, including but not limited to co-operation and assistance in notifying the affected individual(s) of the unauthorized access, which will include the information listed in Sections 4.1 and 4.2, above.

If PowerSchool receives a request for access to any Personal Information from any person (other than Customer), PowerSchool shall promptly advise the applicant to make the request to Customer and, if Customer has advised PowerSchool of the name or title and contact information of a specific official of Customer to whom such requests are to be made, PowerSchool shall also promptly provide that official's name or title and contact information to the applicant.

PowerSchool shall not be entitled to, and hereby waives forever any and all rights to withhold any Customer Data from Customer to enforce any alleged payment obligation or in connection with any dispute relating to the terms of this Agreement and any Quote or Statement of Work or any other matter between Customer and PowerSchool. The Customer is not entitled to, and hereby waives forever any and all rights to withhold payment from PowerSchool for any undisputed outstanding invoices not expressly agreed to by PowerSchool in writing.



EXHIBIT E

PRODUCT SPECIFIC TERMS

This Exhibit contains terms and conditions specifically for certain products or services of PowerSchool. Such terms do not apply to all PowerSchool products in general.

1. TERMS RELATING TO EMBEDDED APPLICATIONS

1.1 Oracle. The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

The Oracle Software may only be used in conjunction with the Subscription Services and solely for Customer's internal business purposes.

- a) Oracle USA, Inc. ("Oracle") will have no liability whatsoever to Customer for any damages, whether direct, indirect, incidental, or consequential arising from Customers use of Subscription Services or the Oracle Software.
- b) Customer is prohibited from publishing the results of any benchmark tests run on the Oracle Software.
- c) Customer will be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.
- d) Customer's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.
- e) Oracle will be a third-party beneficiary of this Agreement.
- f) Oracle will have no performance obligation or liability to Customer in connection with this Agreement.

Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement.

1.2 GPL Software. Certain Embedded Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("GPL"). Customer may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Subscription Services.

1.3 Illuminate. The following terms are applicable to a certain Embedded Application known as Illuminate (the "Illuminate Software") provided by Illuminate Education, Inc. ("Illuminate"):

- a) **LICENSE GRANT:** The LICENSEE is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the Assessment Item Bank through Licensors platform within the State in which the Licensee is organized, authorized and resides (the "Licensee Territory") to provide noncommercial access and use of any or all of the items from the Illuminate Content (referred to herein as the "Illuminate Content", "Item Bank", or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the Item Bank as "Items") to students registered within the Licensee's schools/districts for the sole purpose of performing formative assessments of those students (the "License"). The Licensee is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to the Licensee under the License will remain exclusive to Illuminate. Without limiting the generality of the foregoing, the Licensee acknowledges that Illuminate retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein, and all modifications and derivative works created there from. The Licensee's rights to access and use the Item Bank, the Items and all

modifications and derivative works thereof shall terminate upon the earlier of: (i) termination of the agreement between the Licensee and Licensor granting this License; or (ii) termination of Licensor's right and license to distribute the Item Bank. Licensee acknowledges that use of the Item Bank, the Items, and all modifications and derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of Illuminate's proprietary rights.

b) Throughout the term of the License Illuminate will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by the Licensee, of specific Items and/or passages from the Item Bank.

c) Data Extracts. Illuminate shall have the option to request data files for the Licensor containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content. With regard to this Agreement, Illuminate agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).

d) ILLUMINATE REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY. ILLUMINATE REPRESENTS THAT IT HASA THE RIGHT TO GRANT THIS LICENSE. ILLUMINATE MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. ILLUMINATE IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE LICENSEE USING THE ITEM BANK. ILLUMINATE WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY ILLUMINATE OR (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (C) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.

e) ILLUMINATE WILL HAVE NO LIABILITY UNDER THE LICENSEE'S AGREEMENT WITH LICENSOR. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO ILLUMINATE BY OR ON BEHALF OF THE LICENSEE PURSUANT TO THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

- 1.4 Employee Records – Contracts Only License.** If Customer purchased “Unified Talent Contract Management Express,” Customer's use is limited to the use of the Contracts feature of *Unified Talent Employee Records* and its associated folder for each district employee. Unless Customer purchased “Unified Talent Records,” PowerSchool does not grant Customer usage of the full feature set of the *Employee Records* solution. PowerSchool reserves the right to audit the usage of other features and charge fees up to the list price of the full *Employee Records* solution if Customer purchased “Unified Talent Contract Management Express” but did not appropriately limit its use to the Contracts feature, as set out herein.

2. STATE OR PROVINCIAL REPORTING CODE. PowerSchool makes no representation that the PowerSchool SIS, eSchoolPLUS, iNOW SIS, or Trillium SIS products include any SRC or PRC designed to meet the reporting requirements of Customer's state or province, as applicable. If PowerSchool does offer SRC or PRC for Customer's state or province, Customer acknowledges that the SRC or PRC is intended as a tool to assist Customer in complying with state or provincial regulatory requirements; however,



PowerSchool does not warrant or guarantee that the SRC or PRC conforms to, or that use of the SRC or



PRC will ensure Customer's compliance with, all state or provincial regulatory requirements that may apply or that the SRC or PRC will be maintained to conform to such requirements now or in the future. It is Customer's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

3. HARDWARE. If Customer is purchasing any hardware through PowerSchool, Customer acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Customer only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third-party software being purchased by Customer through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Customer further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool will have no liability whatsoever in connection with such claims.



150 Parkshore Dr, Folsom, CA 95630
 Remit Email:
 nandini.bhoopathy@powerschool.com
 Quote Date: 25-NOV-2021
 Quote #: Q-497399-4

Prepared By: Salam Abhijeet Singh
 Customer Name: Lincolnwood School District 74
 Contract Term: 17 Months
 Start Date: 1-FEB-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

Customer Contact: Jordan Stephen
 Title: Director of Technology
 Address: 6950 N East Prairie Rd
 City: Lincolnwood
 State/Province: Illinois
 Zip Code: 60712-2520
 Phone #: (847) 675-8234

Product Description	Quantity	Unit	Extended Price
Initial Term 1-FEB-2022 - 30-JUN-2023			
License and Subscription Fees			
PowerSchool Enrollment Registration	1,282.00	Students	USD 15,242.98

License and Subscription Totals: **USD 15,242.98**

Quote Total

Initial Term	1-FEB-2022 - 30-JUN-2023
Payment Total	USD 15,242.98

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

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

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at <http://www.powerschool.com/msa/>, as may be amended.

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

POWERSCHOOL GROUP LLC

Lincolnwood School District 74

Signature:

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander", is written over a light gray rectangular background.

Printed Name: Eric Shander

Printed Name: Jordan Stephen

Title: Chief Financial Officer

Title:

Date: 25-NOV-2021

Date:

PO Number: _____



150 Parkshore Dr, Folsom, CA 95630
 Remit Email:
 nandini.bhoopathy@powerschool.com
 Quote Date: 25-NOV-2021
 Quote #: Q-502098-3

Prepared By: Salam Abhijeet Singh
 Customer Name: Lincolnwood School District 74
 Contract Term: 15 Months
 Start Date: 9-MAR-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

Customer Contact: Jordan Stephen
 Title: Director of Technology
 Address: 6950 N East Prairie Rd
 City: Lincolnwood
 State/Province: Illinois
 Zip Code: 60712-2520
 Phone #: (847) 675-8234

Product Description	Quantity	Unit	Extended Price
Initial Term 9-MAR-2022 - 30-JUN-2023			
License and Subscription Fees			
PowerSchool SIS Maintenance and Support	1,282.00	Students	USD 9,948.32

License and Subscription Totals: **USD 9,948.32**

Quote Total

Initial Term	9-MAR-2022 - 30-JUN-2023
Payment Total	USD 9,948.32

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

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

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at <http://www.powerschool.com/msa/>, as may be amended.

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

POWERSCHOOL GROUP LLC

Lincolnwood School District 74

Signature:

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander", is written over a light gray rectangular background.

Printed Name: Eric Shander

Printed Name: Jordan Stephen

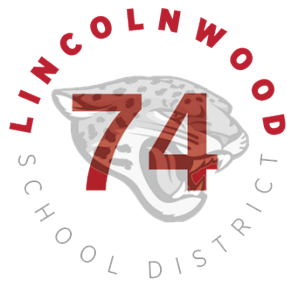
Title: Chief Financial Officer

Title:

Date: 25-NOV-2021

Date:

PO Number: _____



Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: Raptor Technologies, LLC Subscription Renewal Agreement

PREPARED BY: Jordan Stephen

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

The District's Agreement with Raptor Technologies, LLC is up for renewal. The District has used Raptor's Visitor Management System for the past seven years to enhance building security by checking a visitor's government issued photo ID against national databases of registered sex offenders as well as a custom list of prohibited persons and the system provides temporary badges that identify the visitor's name, date, and purpose of visit.

District Legal Counsel reviewed the Subscription Agreement and commented that past renewal included a "Subscription Agreement" which was revised to address our non-SOPPA concerns and found and found the rest of the Agreement acceptable. Since no student data is being captured with this product, SOPPA does not apply.

Fiscal Impact:

\$2,975 (\$595 per location) for the usage and support of the Raptor Technologies Product.

The District paid Raptor Technologies, LLC \$2,750 in 2021-2022

Recommendation:

The Finance Committee concurs with the Administration to recommend that the Board of Education 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.

Terms Of Use

END USER LICENSE AGREEMENT (EULA)

THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BY AND AMONG RAPTOR TECHNOLOGIES, LLC , (“RAPTOR”) AND BOTH YOU AND THE ENTITY THAT YOU REPRESENT (“CUSTOMER” OR “YOU”) SETTING FORTH THE LEGALLY BINDING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICES (AS SUCH TERM IS DEFINED BELOW).

THIS AGREEMENT TAKES EFFECT UPON THE DATE WHEN YOU CLICK AN “I ACCEPT”, “OK”, OR “I AGREE” BUTTON OR OTHERWISE CLICK A CHECK BOX PRESENTED WITH THIS AGREEMENT INDICATING ACCEPTANCE, OR UPON THE DATE THAT YOU FIRST ACCESS OR USE RAPTOR’S SOFTWARE SOLUTIONS INCLUDING BUT NOT LIMITED TO VISITOR MANAGEMENT, VOLUNTEER MANAGEMENT, AND EMERGENCY MANAGEMENT (THE “SERVICES”) AFTER YOU HAVE BEEN PRESENTED WITH THESE TERMS.

YOU HEREBY REPRESENT TO RAPTOR THAT: YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS; YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND ITS TERMS AND CONDITIONS; YOU AGREE TO BE BOUND LEGALLY BY THIS AGREEMENT, AND UPON ENTRANCE INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT AND AGREE THAT BOTH YOU AND SUCH ENTITY WILL BE SO BOUND LEGALLY BY THE AGREEMENT; YOU WILL NOT, AND WILL NOT ALLOW ANY THIRD PARTY TO, USE THE SERVICES TO DIRECTLY OR INDIRECTLY, DEVELOP OR IMPROVE A SIMILAR OR COMPETING PRODUCT OR SERVICE, INCLUDING ANY USE FOR COMPETITIVE ANALYSIS, BENCHMARKING, OR MARKETING.

IF YOU DO NOT AGREE TO BE SO BOUND, OR DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN THIS AGREEMENT WILL IMMEDIATELY TERMINATE AND YOU MAY NOT USE THE SERVICES.

Raptor and Customer are referred to as the “Parties” and each may be referred to as a “Party.”

In consideration for the mutual covenants and promises set forth herein, the Parties hereby agree as follows:

1. Definitions.

1.1. “Customer Data” means any of your data that is provided by you to Raptor (including through the Services).

1.2. “Raptor Property” means the software (including all source code) used to provide the Services and all enhancements, updates, upgrades, corrections and modifications thereto; all intellectual property rights relating to the software or any Services; Raptor’s graphics, logos, names, designs, page headers, button icons, scripts, and service names; the “look” and “feel” of the Services including any graphical user interfaces and user portals (including color combinations, button shapes, layout, design and all other graphical elements); and Raptor’s API definitions and documentation, data integration interfaces and protocols.

2. Services.

2.1. License Grant. Raptor provides to you a limited, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to use the Services in accordance with the terms of this Agreement. This Agreement permits you to use and access the Services from the Internet or through an online network. You may print and download materials and information from the Services solely for your use, provided that all such copies contain all copyright and other applicable notices contained in such materials and information. Your use of the Services will be subject to the obligations and restrictions regarding use of the Services as set forth in this Agreement.

2.2. Restrictions on Use. The foregoing license is limited. You may not use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit any data provided by Raptor through the Services in a manner not expressly permitted by this Agreement. You will not and will not permit any of your employees or contractors acting on your behalf to: (i) use any Services in a manner that is inconsistent with the terms of this Agreement; (ii) modify, adapt, translate, copy, decompile, disassemble, or reverse engineer any portion of the underlying software to any Services; (iii) use, sell, lease or permit use of any portion of the Services for the benefit of any third party; (iv) interfere with or disrupt the operation of any Services provided to you or made available by Raptor to third parties; (v) transmit or make available in connection with any Services any denial of service attack, virus, worm, Trojan horse or other harmful code or activity; (vi) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures relating to any Services without the express written consent of Raptor; (vii) take any action that repeatedly imposes, or may repeatedly impose, in Raptor's reasonable opinion, an unreasonable or disproportionately large load on Raptor's infrastructure; (viii) submit, post or make available false, incomplete or misleading information to any Services, (ix) impersonate any other person or business, (x) violate the rights of any other party or infringe upon any intellectual property rights of a party or (xi) use any Services to violate any applicable law, regulation, or order.

3. Ownership of Property and Customer Data.

3.1. Use of Customer Data. Raptor may use Customer Data solely to provide Services.

3.2. Protection of Customer Data. Raptor will use commercially reasonable efforts to implement and maintain industry best-practice information security policies and processes (including technical, administrative and physical safeguards) that are designed to prevent unauthorized access to, or use or disclosure of, the Services or any Customer Data.

3.3. Rights to Customer Data. You own all right, title, and interest (including all intellectual property rights) in and to the Customer Data.

3.4. Raptor Property. This Agreement provides only a limited license to access and use the Services. Accordingly, you expressly acknowledge and agree that Raptor transfers no express or implied ownership or intellectual property interest or title in and to the Services, and hereby agree that Raptor owns all right, title and interest (including all intellectual property rights) in and to the Raptor Property. You may use Raptor Property solely in connection with the Services and will return or destroy Raptor Property at Raptor's request.

4. Representations and Warranties.

4.1. Representations and Warranties. Each party represents and warrants to the other that (i) it has full right and power to enter into and perform under this Agreement, without any third-party consents or conflicts with any other agreement; (ii) its use or provision, as applicable, of the Services is in compliance with all applicable laws, regulations, and orders, including those relating to privacy and data protection; (iii) its use or provision, as applicable, of the Services does not and will not infringe, violate, or misappropriate the intellectual property rights of any third party; and (iv) there are no pending or threatened claims pertaining to such party's ability to use or provide the Services or any similar service, or that would prevent such party from fulfilling its obligations under the Agreement.

4.2. Warranty Disclaimer. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 4.1, RAPTOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Disclaimer.

Raptor disclaims and Customer assumes all responsibility for determinations of an individual's registered sex offender status or custom alert status based on the information conveyed in connection with the Services. Customer is solely responsible for such determinations and understands that information provided by Raptor is not intended to substitute for the determinations made by Customer and Customer's employees and contractors.

6. Suspension of Services.

In the event that Raptor believes in good faith that it is necessary to suspend the Services in order to: a) protect Customer Data or your use of the Services from disruption or harm (e.g. malicious traffic, unauthorized access by a third party), or b) protect the data of, or use of the Services by, other Raptor customers from disruption or harm (e.g. malicious traffic, unauthorized access by a third party), Raptor may suspend the Services in such situation in its sole discretion, and will use commercially reasonable efforts to notify you before such suspension occurs. In the event such prior notice by Raptor to you of the suspension of Services is not commercially feasible, then Raptor will notify you of any such suspension as soon as is commercially practicable. Raptor will use commercially reasonable efforts to mitigate the time the Services are suspended. Notwithstanding anything to the contrary herein, you will not be entitled to any refund or credit due to a good faith suspension of Services pursuant to this Section 6.

7. Vendor.

Raptor is a vendor, and not an employee, partner, agent, or joint venture partner of you. Each of you and Raptor are solely responsible and liable for its own income and employment taxes, insurance premiums and employment benefits. No employee of one party is eligible for any benefits (including stock options, health insurance or retirement benefits) provided by the other party to its employees.

8. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH

PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES DUE TO BE PAID BY YOU TO RAPTOR UNDER THIS AGREEMENT (OR FOR THE CORRESPONDING PAID SERVICE) DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE FIRST CLAIM AROSE. NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO FILING OF A COMPLAINT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER PARTY. LIABILITY FOR (A) YOUR PAYMENT OF FEES TO RAPTOR UNDER THIS AGREEMENT (OR FOR A CORRESPONDING PAID SERVICE] AND (B) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD SHALL NOT BE SUBJECT TO ANY LIMITS ON LIABILITY SET FORTH IN THIS SECTION 7.

9. Indemnification.

9.1. Indemnification by You. You will indemnify, defend and hold harmless Raptor and its affiliates (including its and their respective directors, officers, employees and agents) from and against any and all third party claims, demands, losses, costs, expenses, damages and liabilities (including reasonable attorneys' fees) ("Claims") relating to your breach of Section 2.2 of this Agreement.

9.2. Indemnification by Raptor. Raptor will indemnify, defend and hold harmless you and your affiliates (including its and their respective directors, officers, employees and agents) from and against any and all third party Claims that any of the Services, in the form provided by Raptor, constitutes a direct infringement or misappropriation of a patent claim, copyright, trademark or trade secret of such third party.

9.3. Indemnification Procedures. The indemnified party will give the indemnifying party prompt written notice of any Claim and will cooperate in relation to the Claim at the indemnifying party's expense. The indemnifying party will have the exclusive right to control and settle any Claim, except that the indemnifying party may not settle a Claim without the indemnified party's prior written consent if the settlement requires the indemnified party to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). The indemnified party may participate in the defense of any Claim at its expense.

10. General.

10.1. Injunctive Relief. The Parties agree and acknowledge that any violation of Sections 2.2, 3.3 or 3.4 will cause irreparable harm and injury to the non-breaching Party and that, in addition to all other remedies that may be available in law or otherwise, the aggrieved Party will be entitled to seek equitable relief, including injunctive relief, against the threatened or actual breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. The Parties waive any requirement for security or posting of a bond in connection with any such equitable remedy.

10.2. Governing Law; Jurisdiction. This Agreement will be deemed to have been made in, and will be construed pursuant to the laws of, the State of Texas without regard to conflicts of law provisions thereof. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a state or federal court in Harris County, Texas, and each party irrevocably submits to the jurisdiction and venue of such courts. EACH PARTY HEREBY WAIVES ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE AND AGREES TO EXCLUSIVE JURISDICTION AND VENUE IN TEXAS.

10.3. Non-Exclusive. Nothing herein prohibits Raptor from creating or offering the Services or entering into any similar agreement with any other party.

10.4. Amendment. Raptor may amend the terms and conditions of this Agreement at any time by reasonable notice, including without limitation by posting revised terms on its website, which amended terms and conditions will be binding upon you, except in the case of any material change to this Agreement. In the case of any material change to this Agreement, such amendment will become effective when you click an “I Accept”, “OK”, or “I Agree” button or otherwise click a check box indicating acceptance when presented with such amendment.



Renewal Notice

Date 12/1/2021
Renewal # 23461

"Protect Every Child, Every School, Every Day"

**Your Service Ends
1/31/2022**
To avoid loss of service, please
pay renewal fee on or before the
above service end date.

Bill To:

Lincolnwood School District
Accounts Payable
6950 N. East Prairie Rd
Lincolnwood IL 60712

Ordered By:

Lincolnwood School District 74

Terms
RN N60

Description	Qty	Price	Amount
Raptor Visitor Management Annual Access Fee	5	\$595.00	\$2,975.00

Subtotal \$2,975.00

Tax Total \$0.00

Total \$2,975.00

Questions? Email Renew@Raptortech.com

Remit Checks to:

Raptor Technologies, LLC
Dept 141
PO Box 4458
Houston, TX 72210-4458

Please reference invoice number(s) on all check payments.



SO23461



Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: 2022-23 Swiftreach Networks, LLC Agreement for SwiftK12 for PowerSchool – Unlimited
Messaging

PREPARED BY: Jordan Stephen

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

SwiftK12 for PowerSchool is a mass notification system that is integrated into PowerSchool and used by the District to send out email, phone, and text message notifications and emergency alerts to parents, guardians, and staff.

District Legal Counsel reviewed the Swiftreach Network's renewal and Master Service Agreements which were updated last year and found to be acceptable.

Fiscal Impact:

\$2,517.98

The District paid \$1,263.75 in 2021-22 with Swiftreach.

*****Note**** These prices have increased as we have aligned the dates so that the end of contract date will now align with the end of the 2023 school year along with the Schoology and Powerschool contracts.*

Recommendation:

The Finance Committee concurs with the Administration to recommend that the Board of Education 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.

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND SWIFTREACH NETWORKS, LLC

This Amendment is entered into as of December 9, 2021, by and between the Board of Education of Lincolnwood School District No. 74 ("Client") and Rave Wireless, Inc. d/b/a Rave Mobile Safety or SwiftReach Networks, LLC ("SwiftReach") (collectively, the "Parties") pursuant to the Renewal Order From starting February 1, 2022, and the Rave Wireless Inc. and SwiftReach Networks, LLC Master License and Services Agreement ("Agreement") entered into by the Parties as of the same date, and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. SwiftReach shall not materially modify or amend the Master Services Agreement, Privacy Policy, or Terms and Conditions (currently located at www.swiftreach.com) during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the Client.
3. **FOIA/OMA.** Client shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify SwiftReach prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. SwiftReach acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions, and venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and SwiftReach hereby submits to the jurisdiction of that court. All references to binding arbitration shall be deleted from the Agreement.
5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain Student Data in accordance with applicable federal laws, SwiftReach shall also maintain all Student Data obtained from Client in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*). SwiftReach shall promptly notify the Superintendent of Lincolnwood School District No. 74 in the event of a security or privacy breach involving Student Data and respond to any such security or privacy breach according to industry standards; shall indemnify and defend the Client, and its individual Board members,

officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach involving Student Data as a result of grossly negligent or intentional acts or omissions of SwiftReach; and shall destroy all Student Data when the Student Data is no longer needed by SwiftReach or upon termination of the Agreement, as requested by Client, provided SwiftReach may retain copies of Student Data in its archival storage in accordance with its Record Retention Policy and regulatory directives.

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

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

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

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

By: _____

Its: _____

Date: _____

SWIFTREACH NETWORKS, LLC

DocuSigned by:
By: William C. Price
11D6E012555240B...

Its: CFO

Date: 12/9/2021

LICENSE & SERVICES ORDER FORM ("ORDER FORM")

CLIENT INFORMATION:

CLIENT NAME ("CLIENT"):	Lincolnwood School District 74
ADDRESS:	6950 N East Prairie Rd
	Lincolnwood, Illinois 60712
CONTACT NAME/TITLE:	Jordan Stephen / Admin
PHONE:	8476758234
EMAIL:	jstephen@sd74.org

INITIAL LICENSE TERM:	February 1, 2022 through June 30, 2023
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FEES INFORMATION:

ANNUAL LICENSE FEES:

Product Description	Unit	Qty	Annual License Fee
SwiftK12 for PowerSchool - Unlimited Messaging	Each	2,517.98	\$2,517.98

Annual License Fee(s):	\$2,517.98
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PROFESSIONAL SERVICES FEES:

One-Time Service Description	One-Time Fee

Total Set-Up Fee(s):	\$-0.00
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TOTAL FEES:

	# of Months	Cost Per year	Total Contract
Annual Fees:	16	\$2,517.98	\$2517.98
One-Time Fees (Set Up & Integration):			\$-0.0
Total Fees			\$2517.98

Fees Payable Net 30:	\$2,517.98
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STANDARD CONDITIONS:

- Effective Date.** The effective date of this Order Form will be the date of last execution as set forth in the signature block below ("Effective Date").
- Master License and Services Agreement.** By signing this Order Form, Client agrees to be bound by all of the terms and conditions of the Rave Wireless, Inc, and SwiftReach Networks, LLC Master License and Services Agreement which is expressly incorporated by reference in this Order Form as set forth in the following URL:
https://www.getrave.com/termspdf/RaveSwiftReachMLSA_v.6.pdf ("Agreement") or as otherwise attached hereto. Any capitalized terms used in this Order Form, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. The individual representative of Client executing this Order Form has full authority to bind Client and its Affiliates to the terms and conditions of the Agreement.
- Fees Payable.** Client shall pay to SwiftReach, or its designee, without offset or deduction, the Fees set forth in this Order Form (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant SwiftReach invoice.
- Voice Calling (if applicable).** No additional fees shall be payable to Rave for unlimited voice calls for calls made within and to the contiguous continental United States. International and long distance rates may apply for other calls.



5. **Purchase Orders.** Client agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to SwiftReach, Client will timely issue such purchase order to SwiftReach. Notwithstanding the foregoing, Client agrees that the absence of a purchase order or other ordering document may not be used as a basis to avoid or excuse the performance of any of Client's obligations under the Agreement, including, but not limited to, payment of all Fees due to SwiftReach.

SPECIAL CONDITIONS:

16 Month contract so that the customer can align this contract with their fiscal year that starts on July 1.

BILLING INFORMATION:

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax? If yes, please upload a copy of your tax exemption form

Please ensure that your proof of exemption is a State Tax Exemption for your billing state. We cannot accept proof of IRS Federal Tax Exemption or W-9 forms in lieu of proof of state tax exemption.

Invoices for this order will be emailed automatically from collections@ravemobilesafety.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

AGREED AND ACCEPTED:

SWIFTRREACH NETWORKS, LLC (a Rave Mobile Safety Company)

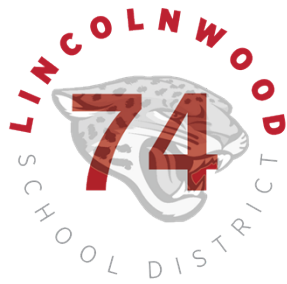
Signature: *Crystal Kidd*

Date: 12/08/2021

CLIENT: Lincolnwood School District 74

Signature:

Date:



Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: Learning A-Z / Vocabulary A-Z Renewal and Alignment

PREPARED BY: Jordan Stephen

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

Vocabulary A-Z is a product that is a tool produced by the Learning A-Z Company creators Raz-Kids, Reading A-Z which are used in all schools across the District. The resources within Vocabulary A-Z provide teachers with pre-made and customizable vocabulary lessons that seamlessly connect instruction to a current topic of study. Teachers can assign lessons to students for online independent practice as well as differentiated instruction to help raise student achievement.

Originally, Lincolnwood School District 74 had a subscription to this service under the title "VocabCity". Recently Learning A-Z purchased that company and integrated the content into their product line up. Our initial subscription to this service was based upon 96 classroom users. After conferring with the staff and the Learning A-Z Company, we were provided with a quote that extends our usage through the remainder of the school year, and aligns the end date with our other Learning A-Z products.

District Legal Counsel reviewed the Terms and Conditions and Privacy Policy and presented the vendor with our standard Amendment. Counsel and the vendor are still in the process of working though the final terms of that and/or will use an Exhibit E to cover SOPPA compliance and feel confident that we will have this completed prior to the BOE meeting, but recommended that we present this to the Finance committee.

Fiscal Impact:

\$ 2,756.25 for the use of Vocabulary A-Z for 45 classrooms, covering students and teachers in both Todd and Rutledge Hall from January 11, 2022 to August 7 2022. (Based upon past receipts, the District paid Learning A-Z the equivalent of \$8,610.00 in 2021-2022 for Vocab City Licensing)

Recommendation:

The Finance Committee concurs with the Administration to recommend that the Board of Education approve the renewal for Vocabulary A-Z in the amount of \$2,756.25 from January 11, 2022 to August 7, 2022.

Title Content

[TERMS AND SECURITY](#)
(/KNOWLEDGEBASE/S/TOPIC/0TOF300...

> [POLICIES](#)
(/KNOWLEDGEBASE/S/TOPIC/0TOF300...

Terms of Service

Last Updated July 31, 2020

Learning A-Z Terms of Service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR ACCOUNT.

1. ACCEPTANCE OF TERMS

Learning A-Z provides its services on any purchased website to you, subject to the following Terms of Service ("TOS"), which may be updated from time to time. Please bookmark this page to review the most current version of the TOS at any time. Your use of any purchased website and its materials constitutes your agreement to all such terms, conditions, policies, and notices (the "Agreement"). This Agreement is a legal document that governs the terms and conditions of your subscription to Learning A-Z. You are also agreeing to accept a non-exclusive, non-assignable right and license to use Learning A-Z and its resources. Learning A-Z is offered and sold on a subscription basis; however, certain areas are available to visitors without cost on a trial or demonstration basis.

2. DESCRIPTION OF SERVICE

Learning A-Z provides users with access to a rich collection of teaching resources through its collection of websites (the "Service"): Reading A-Z, Raz-Kids, Headsprout, Science A-Z, Writing A-Z, Vocabulary A-Z, and ReadyTest A-Z. Unless explicitly stated otherwise, any new featur

or enhance the current Service, including the release of new resources, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Learning A-Z assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. LICENSE USAGE

A license grants access to the purchased Learning A-Z website as well as permission to use its copyrighted resources as part of the classroom curriculum. Each educator using the resources must have a license in order to obtain the necessary permission. Each Learning A-Z license is valid for one family or classroom only (with up to 36 students). If your family or classroom has less than 36 students, it is not permitted to share a license with another family or classroom. Purchasers of Learning A-Z Licenses may not resale, distribute or otherwise share classroom seats to parties outside of the individual classroom or family for which the license is purchased. Licenses must be maintained for continued permission to use downloaded, copyrighted materials. Each license must be registered in the name of the classroom teacher using the resources.

As part of the registration process, each educator will select, or be provided with, a username and password ("Username"). You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the website(s). Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

In order to access the Service, or use its downloaded resources, you need to obtain a username and password ("Username"). Usernames are either selected by, or issued to, individual subscribers or educators within a learning institution (collectively, "Users") as part of the registration process. You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the Services. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent

impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

You also agree that Usernames may not be shared within anyone outside the registered classroom and/or family. They may only be used by the administrator, educator, or student to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of Usernames issued hereunder. Users also agree to supervise and take full responsibility for the use of the Website by minors under the age of 13 years.

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person within the registered classroom and/or family who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member.

You are responsible for notifying us immediately of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your Username. You must also promptly change your Username to prevent unauthorized access to your Account. We will have no liability for any circumstances arising from the unauthorized use of a Username or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

4. MODIFICATIONS TO SERVICE

Learning A-Z reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Learning A-Z shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Learning A-Z may change, add, or remove any part of this Agreement, or any other terms associated with the use of the website, at any time, by posting a notice of such changes to the Terms of Service page of the website. Any changes shall become part of the Agreement and shall apply as soon as such a notice is posted. By continuing to use the services after the notice is posted, you are indicating your acceptance of those changes.

5. SPONSORS, THIRD PARTIES, AND ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, spo

parties, or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such sponsor, third party, or advertiser. You agree that Learning A-Z shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such sponsors, third parties, or advertisers on the Service.

6. LINKS

Learning A-Z may provide, or third parties may provide, links to other websites or Internet resources. Because Learning A-Z has no control over such websites and resources, you acknowledge and agree that Learning A-Z is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, accuracy, quality, advertising, products, or other materials on, or available from, such websites or resources. You further acknowledge and agree that Learning A-Z 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 website or resource.

7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LEARNING A-Z EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. LEARNING A-Z MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LEARNING A-Z OR THROUGH, OR FROM, THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e. INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY LEARNING A-Z AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

8. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LEARNING A-Z SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LEARNING A-Z HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL LEARNING A-Z'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING LEARNING A-Z.

9. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 6 AND 7 MAY NOT APPLY TO YOU.

10. TRADEMARK INFORMATION

All materials on the Learning A-Z websites, including without limitation, names, logos, trademarks, service marks, images, graphics, photographs, illustrations, artwork, and other elements making up the Service are protected by copyrights and other intellectual property rights owned and controlled by Learning A-Z or by other parties that have licensed their material to Learning A-Z. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, no Online Materials may be republished, posted, transmitted, or distributed in any way, or otherwise used for any purpose, without the prior written permission of their respective owners. You may not add, delete, distort, or otherwise modify any Learning A-Z content. Any unauthorized attempt to modify any Online Material, to defeat security features, or to utilize this website for means other than its intended purposes is prohibited.

Learning A-Z logos and product and service names are trademarks of Cambium Learning, Inc. All other trademarks appearing on the website are trademarks of their respective owners and our reference to 147 them does not imply or indicate any approval or endorsement by their owners unless :

endorsement is expressly made. Learning A-Z will enforce its intellectual property rights to the fullest extent of the law.

If you suspect that the content or trademarks of a Learning A-Z website product are being misused please contact us (<https://www.learninga-z.com/site/contact/support>) as soon as possible.

11. NON-WAIVER

The failure of Learning A-Z to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

12. HEADINGS FOR CONVENIENCE ONLY

The section titles in the TOS are for convenience only and have no legal or contractual effect.

13. VIOLATIONS

Please contact us (<https://www.learninga-z.com/site/contact/support>) immediately to report any violations.

14. INDEMNIFICATION

You agree to indemnify, defend, and hold Learning A-Z harmless from any claims and expenses, including reasonable attorneys' fees, arising from or related to any breach by you of any terms of this Agreement.

15. LETTERS, REVIEWS, OR OTHER SUCH COMMENTS OR MATERIALS

Any comments, materials, or letters sent by you to Learning A-Z, including without limitation, questions, comments, suggestions, criticisms or the like ("Received Materials") shall be deemed to be non-confidential and free of any claims of proprietary or personal rights unless you explicitly state in the correspondence that the letter is "not for publication" and contains "private and proprietary" information that may not be distributed. Learning A-Z shall have no obligation of any kind with respect to such Received Materials and Learning A-Z will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from, and/or distribute, the Received Materials without limitation or restriction. Furthermore, Learning A-Z is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Learning A-Z for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using

information, without compensation or any other obligations to anyone, including you.

16. PRIVACY

Learning A-Z is committed to protecting the privacy of website visitors and does not share personally identifiable information with third parties without your consent. Please consult our [Privacy Policy](#). (</knowledgebase/s/article/Privacy?r=146&ui-knowledge-components-aura-actions.KnowledgeArticleVersionCreateDraftFromOnlineAction.createDraftFromOnlineArticle=1>), for more information on our information collection, use and disclosure practices. You acknowledge that, although Learning A-Z agrees to use its best efforts to comply with and to ensure that its users, content providers, distributors and licensees comply with our Privacy Policy, Learning A-Z cannot be held responsible for the actions of third parties who violate our Privacy Policy.

17. RESTRICTIONS ON USE

You may not use Learning A-Z or its content for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree to use Learning A-Z solely for your own noncommercial use and benefit and not for resale or other transfer or disposition to any other person or entity.

Permitted Use: You have our permission to print a reasonable number of copies of Learning A-Z content displayed on the Website for noncommercial personal or classroom use, provided that any copies you print continue to show all notices concerning copyright, trademark and other proprietary rights that appear in the material you reproduce and do not exceed the classroom license set forth in Section 3.

Prohibited Uses: Except as expressly permitted by copyright law and except as permitted in the preceding paragraph, you must obtain written permission from Learning A-Z, or the third-party owner of material appearing on the Website, for any other copying, redistributing or publishing of any Learning A-Z or "Third Party Content." The downloading of any code from the Website is strictly prohibited. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display or in any way exploit, any of the Learning A-Z or Third Party Content, in whole or in part, for commercial purposes without the express permission of Learning A-Z.

Linking to and framing the Website: You may create and publish links to any [LearningA-Z.com](https://www.learninga-z.com/) (<https://www.learninga-z.com/>) homepage. Creating and publishing links to any other pages within the Website (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing the Website is strictly prohibited.

Additional Restrictions: You may not: (a) access the Website by any means other than by means supporting secure and encrypted communications; (b) copy, reverse engineer, disassemble

translate, or modify any Website application or service;(c) sublicense, rent, lease, or permit any third party, to access any Website application or service through the use of User's Username, except as permitted hereunder; (d) publish the results of benchmark tests of any Website application or service, or use any Website application in any manner which is competitive with services provided by Learning A-Z; and (e) knowingly use or permit any others to use any facilities or services of Learning A-Z or its Licensors in connection with any effort that the User knows seeks to breach the security or confidentiality of any other digital or on-line environment.

Users understand that except for Learning A-Z Content, Learning A-Z does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the Learning A-Z Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Learning A-Z. Learning A-Z neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet, we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the Website and the Internet at all times.

Any unauthorized use may subject you to civil liability and criminal prosecution under applicable laws. In the event you download Content from Learning A-Z, the software, including any files, images incorporated in or generated by the software and data that may accompany the Content are licensed to you by Learning A-Z. Learning A-Z, or our contract partners, does not transfer title to the Content to you. Learning A-Z, or our contract partners, retains full and complete title to the Content and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Content.

18. SEVERABILITY

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

19. ENTIRE AGREEMENT

This Agreement and any other terms and conditions of service on a Learning A-Z website constitute the entire agreement between you and Learning A-Z and govern your use of the Service.

20. REFUSAL OR DISCONTINUANCE OF SERVICE

In the event that Learning A-Z determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, it reserves the right to (i) warn the User via e-mail that she or he has violated this Agreement; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other Learning A-Z service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; (v) retroactively charge for the unauthorized use; and/or (vi) take any other action that Learning A-Z deems appropriate.

21. CHOICE OF LAW AND FORUM

The laws of the State of Texas will govern this Agreement. The laws of the State of Texas will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Dallas, Texas. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. Learning A-Z makes no representation that materials on Learning A-Z are appropriate or available for use in all locations. Those who choose to access Learning A-Z do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from Learning A-Z are further subject to United States export controls. No materials from Learning A-Z may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria, Venezuela or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Terms And Security

(/knowledgebase/s/topic/0T...

Policies

(/knowledgebase/s/topic/0T...

Not what you were looking for?





Check out the Related Articles, or use the **Contact Support** button for more assistance.

Contact Support

Related Articles

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Referral Program Terms and Conditions (/knowledgebase/s/article/referral-program-terms-and-conditions) 174

Privacy Policy (/knowledgebase/s/article/Privacy) 128.69K

Usage (/knowledgebase/s/article/usage) 892

Posting Resources on a non-Learning A-Z Site (/knowledgebase/s/article/posting-resources-on-a-non-learning-a-z-site) 499



Learning A-Z License Quote

Date: 12/07/21

Jordan Stephen

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

847-675-8234

jstephen@sd74.org

Thank you for requesting a quote from Learning A-Z, Jordan Stephen!

Your username is **jstephen7**

Your reference number is **9578754.**

Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Final Cost
VocabularyA-Z.com	Renew	45 classrooms, Start: 01/11/22 End: 08/07/22	\$2,835.00	\$2,756.25

Final Cost	
Discount Amount:	(\$78.75)
Sales Tax:	\$0.00
YOUR TOTAL COST:	\$2,756.25

(*) Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 01/31/22.

Quoted prices are based on specified quantities and terms.
Please contact your representative for adjustments.

Prepared by: Raquel Castro

1840 East River Road, Suite 320
Tucson, AZ, 85718
toll-free: (866) 889-3729
fax: (520) 327-9934
raquel.castro@learninga-z.com

If you are paying by purchase order, your PO must have:

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased

5. Total dollar amount
6. If your PO has a signature line, it must be signed
7. Include a Learning A-Z quote matching your purchase order

If sending electronically, send to orders@learninga-z.com.

Learning A-Z License Agreement

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non-registered classrooms is not authorized.

Please review our terms and conditions carefully before activating your account.

<https://help.learninga-z.com/article/Terms-of-Service>

Thank you for your business!

© Learning A-Z

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND LEARNING A-Z, LLC

This Amendment is entered into as of January 11, 2022, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Learning A-Z, LLC ("Learning A-Z") pursuant to the Quote dated December 7, 2021, and the Terms and Service and Privacy Policy (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Learning A-Z shall not materially modify or amend the Agreement (see <http://www.learninga-z.com>) during the term of this Agreement or any extension thereof, without providing written notice.

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

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

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

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

- a. The categories or types of SOPPA-covered information, as defined in Section 5 of SOPPA, to be provided to Learning A-Z pursuant to this Agreement may include:

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

reasonable time period, a student's SOPPA-covered information if the School District requests deletion, unless the student or student's parent consents to the maintenance of the SOPPA-covered information.

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

6. **Insurance.** During the term of this Agreement and any renewal thereof, Learning A-Z shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on such policy. Any damages limitations in this Agreement shall not apply to School District in its capacity as an additional insured.

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

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

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

LEARNING A-Z, LLC

By: _____

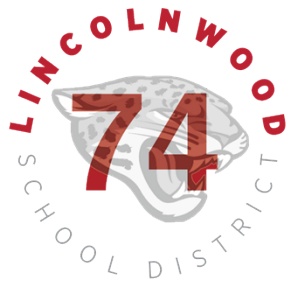
By:  _____

Its: _____

Its: Aaron Ingold, Sr. VP of Sales

Date: _____

Date: 1/11/2022



Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: Flocabulary by Nearpod Inc. Renewal for the 2021-2022 School Year

PREPARED BY: Jordan Stephen

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

Flocabulary by Nearpod Inc. is a digital tool designed for delivering interactive content, and provides access to over 600 standards-aligned K-12 lessons and supporting activities. Flocabulary by Nearpod Inc. provides a library of songs, videos and activities for K-12 online learning and research-based activities to teach content knowledge and build literacy skills. Also included with this tool is access to lessons, added weekly during the year to spotlight current events, to enable teachers to assign lessons and activities and view results of assessments.

District Legal Counsel has reviewed this renewal Quote for Flocabulary by Nearpod Inc. and found it acceptable. Flocabulary is a product owned by Nearpod Inc., in which Lincolnwood School District 74 recently signed an Agreement with. Legal Counsel reviewed the Flocabulary Terms and Conditions and proposed an Amendment addressing terms such as Governing Law and Venue, Freedom of Information Act requests, and Auto-Renewal, as well as incorporating SOPPA language to ensure compliance with state law, in the same manner they did with Nearpod Inc. The Amendment was agreed upon and accepted by Nearpod Inc. and is attached.

Fiscal Impact:

\$2,600 for Grades 3 through 5 for service between the dates of October 18, 2021 and October 17, 2022.

Recommendation:

The Finance Committee concurs with the Administration to recommend that the Board of Education 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.

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND NEARPOD INC.

This Amendment is entered into as of November 1, 2021, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Nearpod Inc. ("Nearpod") pursuant to the Sales Order with Quote ID: 174982, attached hereto and incorporated herein by reference, and the Flocabulary Terms of Use (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Nearpod shall not materially modify or amend the Flocabulary Terms of Use or Flocabulary Privacy Policy (see <https://www.flocabulary.com/>) during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.
3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Nearpod prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and Nearpod hereby submits to the jurisdiction of that court. Any references to binding arbitration shall be deleted from the Agreement.
5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Nearpod shall also maintain all student data obtained from School District in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein "SOPPA"). In accordance with SOPPA, Nearpod and the School District agree as follows:
 - a. The categories or types of SOPPA-covered information, as defined in Section 5 of SOPPA, to be provided to Nearpod pursuant to this Agreement may include:
 - i. Information created by or provided to Nearpod by a student or application for K through 12 school purposes;

- ii. Information created by or provided to Nearpod by an employee or agent of School District for school purposes; or
 - iii. Information gathered by Nearpod through the operation of its site, service, or application for K through 12 school purposes and which personally identifies a student, including, but not limited to, information in the student's electronic mail, first and last name, electronic mail address, student identifiers, search activity, photos, or voice recordings.
- b. The products or services being provided to School District by Nearpod are as described in the documents that comprise this Agreement.
- c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), Nearpod is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates (except contracted sub-processors needed to provide the contracted services), unless otherwise permitted under SOPPA, without permission from the school or parent, or pursuant to court order.
- d. If a breach is attributed to Nearpod under SOPPA, any and all costs and expenses incurred by School District in investigating and remediating the breach will be allocated to Nearpod, except for the cost of School District personnel. The costs and expenses may include, but are not limited to, all items described in Section 15(4)(D) of SOPPA, as now written or as may be amended from time to time. Nearpod shall indemnify and defend School District, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach involving SOPPA-covered information as a result of negligent or intentional acts or omissions of Nearpod, and any damages limitations in the Agreement shall not apply to School District in this regard.
- e. Nearpod must delete or transfer to School District all SOPPA-covered information within ninety (90) days if the information is no longer needed for the purposes of this Agreement. Nearpod must delete, within a reasonable time period, a student's SOPPA-covered information if the School District requests deletion in writing, unless the student or student's parent consents to the maintenance of the SOPPA-covered information.
- f. Because School District maintains a website, SOPPA requires that School District must publish a copy of this Agreement on the website.

- g. In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Nearpod shall notify the Superintendent of Schools of any breach of the students' SOPPA-covered information.
- h. Nearpod shall provide to School District a list of any third parties or affiliates to whom Nearpod is currently disclosing SOPPA-covered information or has disclosed SOPPA-covered information. This list must, at a minimum, be updated and provided to the school by the beginning of each fiscal year and at the beginning of each calendar year.

6. **Insurance.** During the term of this Agreement and any renewal thereof, Nearpod shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on such policy. Any damages limitations in this Agreement shall not apply to School District in its capacity as an additional insured.

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

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

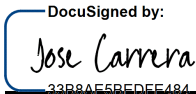
**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

By: _____

Its: _____

Date: _____

NEARPOD INC.

By:  _____
33B8AE5BDEFE484...

Chief Executive Officer
Its: _____

Date: 11/8/2021

**Sales Order For:**

Christopher Edman
RUTLEDGE HALL ELEM SCHOOL
6850 N EAST PRAIRIE RD
LINCOLNWOOD, Illinois 60712
UNITED STATES

Nearpod Contact:

Bianca Julio
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

If you are a Tax-Exempt Customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Orders should be addressed to:
Nearpod Inc.
1855 Griffin Road A-290
Dania Beach, FL 33004

Service Start: 10/18/2021**Service End:** 10/17/2022

Description	Quantity	Total
<p>Flocabulary Site License:</p> <p>Unlimited access to Flocabulary including:</p> <ul style="list-style-type: none">- Access to the 600+ standards-aligned K-12 lessons, including a hip hop video and supporting activities- Access to Week in Rap lessons, added weekly during the school year to spotlight current events- Access to student accounts, enabling teachers to assign lessons and activities and view results of assessments	400 - Students	\$2,600.00

Total	(USD) \$2,600.00
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Terms

This Sales Order is valid until:

Service will run from 10/18/2021 until 10/17/2022, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$2,600.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

Training Policy

Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Order

Please provide PO#: _____

Credit Card

Please provide email address
secure payment link should be
sent to: _____

Exp: _____

Name on card: _____

Check, ACH or Wire

Name: _____
Signature: _____
Date: _____
Tax Exempt
#: _____

Purchase Orders should be addressed to:

Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: biancaj@nearpod.com or FAX: +1 305-655-1999

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Nearpod Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1855 Griffin Road, A290	Requester's name and address (optional)
6 City, state, and ZIP code Dania Beach, FL 33004	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	6		-	0	9	9	3	6 7 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

Severine Wang
DocuSigned by
Severine Wang
1828262020

Date ►

1/5/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

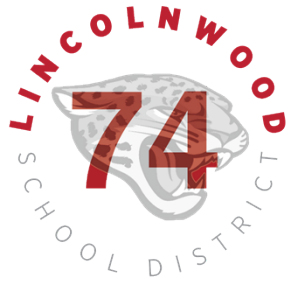
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: Request for Proposals (RFP) for Rutledge Hall and Todd Hall Cafeteria Tables

PREPARED BY: Courtney Whited

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

The pocket tables with attached bench seating in the cafeterias at Todd Hall and Rutledge Hall are over 25 years old, showing signs of deterioration, have been repaired in the past, and are currently beyond repair. The cost is anticipated to exceed \$25,000; therefore, Administration intends to publish a Request for Proposals for this Summer 2022 purchase.

Fiscal Impact:

Estimated at \$142,000

Recommendation:

The Facilities Committee concurs with the Administration to recommend that the Board of Education approve publication of a Request for Proposals (RFP) in order to purchase cafeteria tables/benches for Todd Hall and Rutledge Hall for installation during Summer 2022.



Master Facilities Plan - DRAFT

2021-2026

January 10, 2022



* Total Project Costs include A/E fee; do not include contingencies

2022-2026 Remaining Estimated Costs

HLS - "A" Category Required \$90,973

HLS - "B" Category Required \$1,279,569

Building Maintenance \$5,565,457

Capital Imp. Projects \$11,819,914

Grand Total: \$18,755,913

2021 - Completed

Priority Code	School	Category	Item	Estimated Cost	Anticipated Final Costs	Notes
HLS B	Todd Hall	Roofing	Replace multiple modified bitumen roofs (east, west, admin wings)	\$962,528	\$799,800	
HLS B	Todd Hall	Doors	Replace interior doors (SGC estimate with classroom entry option)	\$450,000		- combined w/ costs below
HLS B	Todd Hall	Doors	Replace exterior doors and frames (SGC estimate)	\$332,125		- combined w/ costs below
HLS B	Rutledge Hall	Doors	Replace interior wood doors, reuse hardware	\$4,595	\$831,600	
HLS B	Todd Hall	Fire Alarm	Upgrade panels, add new devices, add new CO detectors	\$146,605	\$193,320	
HLS B	Rutledge Hall	Fire Alarm	Upgrade panels, add new devices, add new CO detectors	\$133,150	\$193,320	
Subtotal				\$2,029,003	\$2,018,040	
Maintenance	Todd Hall	Asphalt	Patch/replace parking lot (site master plan impact?)	TBD	\$0	
Maintenance	Rutledge Hall	Flooring	Replace corridor flooring with resilient flooring	\$119,070	\$84,823	change in scope to stair floor
Subtotal				\$119,070	\$84,823	
Capital	Rutledge Hall	Classroom Furniture	Replace 5th grade furniture	\$85,730		- combined w/ costs below
Capital	Rutledge Hall	Classroom Furniture	Replace small group instructional furniture	\$157,172	\$175,059	
Capital	Todd Hall	Misc	New surfacing and new accessible elements - 1st/2nd gr		\$128,413	new project added
Capital	Rutledge Hall	Renovation	Library renovation to STEM lab & extra classroom		\$205,200	new project added
Subtotal				\$242,903	\$508,673	
Total 2021 Cost				\$2,390,976	\$2,611,536	

2022 - Previous Survey Estimates

Priority Code	School	Category	Item	Estimated Cost	Notes
HLS A	Todd Hall	General Trades	Replace exterior soffit at roof	\$10,338	
HLS A	Todd Hall	Electrical	Replace fixtures & exit signs	\$8,959	
HLS A	Rutledge Hall	Electrical	Replace fixtures & exit signs, grounding electrode at water meter	\$71,676	
Subtotal				\$90,973	
HLS B	Todd Hall	Electrical	Replace pressure switch	\$55,135	
HLS B	Todd Hall	Glazing	Replace wired/non-rated glazing with rated glazing	\$6,892	
HLS B	Rutledge Hall	Electrical	Replace pressure switch	\$20,676	
Subtotal				\$82,703	
Maintenance	Lincoln/Rutledge	Asphalt	Sealcoat, stripe, crack fill parking lot	\$33,381	
Maintenance	Todd Hall	Mechanical	Replace rooftop units	\$650,122	
Maintenance	Rutledge Hall	Mechanical	Replace rooftop units	\$568,857	
Maintenance	Administration	Roofing	Replace modified bitumen roof	\$125,373	
Maintenance	Lincoln Hall	Pumps	Pump replacement and VFD installation	\$54,000	New project added to plan
Maintenance	Todd Hall	Asphalt	Parking lot - full depth replacement	\$226,800	New project added to plan; Scope TBD
Maintenance	Todd Hall	Asphalt	Playtop asphalt - replacement/repairs	\$178,200	New project added to plan; Scope TBD
Subtotal				\$1,836,733	
Capital	Rutledge Hall	Classroom Furniture	Replace shared instructional furniture	\$60,011	
Capital	Rutledge Hall	Misc	New surfacing and new accessible elements	\$271,350	New project added to plan
Capital	Todd Hall	Misc	New surfacing and new accessible elements (E. Prairie alternate)	\$101,250	New project added to plan
Capital	Todd Hall - CCDC	Misc	New surfacing and new accessible elements (CCDC alternate)	\$129,600	New project added to plan
Capital	Rutledge Hall	Misc	Elevator modernization	\$73,440	New project added to plan
Capital	Lincoln/RH/TH	Site	Running track	\$346,494	New project added to plan
Capital	Rutledge Hall	Furniture	Replace cafeteria pocket tables	\$75,000	New project added to plan
Capital	Todd Hall	Furniture	Replace cafeteria pocket tables	\$65,000	New project added to plan
Subtotal				\$1,122,145	
Total 2022 Cost				\$3,132,554	

2023 - Previous Survey Estimates

Priority Code	School	Category	Item	Estimated Cost	Notes
Subtotal				\$0	

HLS B	Todd Hall	Mechanical	Replace mechanical system piping valves with actuators	\$92,627	
HLS B	Todd Hall	Plumbing	Replace galvanized water piping and fixtures	\$137,494	
HLS B	Todd Hall	Plumbing	Replace piping and fixtures with new	\$266,304	
HLS B	Todd Hall	Plumbing	Provide backflow prevention devices at mop sinks	\$6,513	
HLS B	Rutledge Hall	Masonry	Replace chimney capstone	\$3,618	
Subtotal				\$506,556	
Maintenance	Todd Hall	Masonry Tuckpointing		TBD	
Maintenance	Lincoln Hall	Masonry Tuckpointing	Tuckpoint area above main office		New project added to plan
Maintenance	Todd Hall	Roofing	Replace modified bitumen roof	\$62,230	
Maintenance	Todd Hall	Painting	Paint interior	\$196,912	
Maintenance	Rutledge Hall	Roofing	Replace TPO roof with modified bitumen	\$608,786	
Maintenance	Rutledge Hall	Mechanical	Replace exhaust fans	\$111,583	
Maintenance	Todd Hall	Mechanical	Replace exhaust fans	\$234,325	
Maintenance	Rutledge Hall	Flooring	Replace gym, multipurpose room, and library flooring		New project added to plan
Maintenance		Sprinkler heads	Replace sprinkler heads		
Subtotal				\$1,213,838	
Capital	Todd Hall	Classroom Furniture	Replace pre-K and K classroom furniture	\$141,777	
Capital	Todd Hall	Plumbing	Drinking fountain replacement plus additions	TBD	New project added to plan
Capital	Rutledge Hall	Misc	Courtyard Renovation	\$132,837	New project added to plan
Capital	Lincoln Hall	Misc	Plaza Renovations	\$347,565	New project added to plan
Capital	Rutledge Hall	Misc	Replace window treatments - all classrooms		New project added to plan
Capital	Todd Hall	Misc	Replace window treatments - main office & library		New project added to plan
Subtotal				\$622,179	
Total 2023 Cost				\$2,342,573	
2024 - Previous Survey Estimates					
Priority Code	School	Category	Item	Estimated Cost	Notes
Subtotal				\$0	
HLS B	Rutledge Hall	Plumbing	Provide sprinkler flow switch	\$7,598	
HLS B	Rutledge Hall	Plumbing	Replace galvanized water piping and fixtures	\$537,963	
HLS B	Rutledge Hall	Plumbing	Install vacuum breaker faucets	\$9,118	
Subtotal				\$554,679	
Maintenance	Todd Hall	Asphalt	Sealcoat, stripe, crack fill parking lot	TBD	
Maintenance	Rutledge Hall	Mechanical	Replace classroom univents	\$1,171,626	
Maintenance	Rutledge Hall	Mechanical	Replace cabinet unit heaters	\$48,243	
Maintenance	Rutledge Hall	Mechanical	Replace fan coil units	\$66,162	
Maintenance	Todd Hall	Flooring	Replace gym flooring		New project added to plan
Subtotal				\$1,286,032	
Capital	Todd Hall	Classroom Furniture	Replace 1st grade classroom furniture	\$115,784	
Capital	Todd Hall	Misc	Courtyard Renovation	\$251,063	New project added to plan
Capital	Rutledge Hall	Plumbing	Drinking fountain replacement	TBD	New project added to plan
Capital	Todd Hall	Lighting	Replace classroom lighting		New project added to plan
Subtotal				\$366,847	
Total 2024 Cost				\$2,207,558	
2025 - Previous Survey Estimates					
Priority Code	School	Category	Item	Estimated Cost	Notes
Subtotal				\$0	
HLS B	Lincoln Hall	Masonry	Underpin and replace cracked masonry walls	\$47,870	
HLS B	Lincoln Hall	General Trades	Miscellaneous exterior soffit repairs	\$39,891	
HLS B	Lincoln Hall	General Trades	Repair foundation wall leaks	\$47,870	
Subtotal				\$135,630	
Maintenance	Lincoln/Rutledge	Asphalt	Sealcoat, stripe, crack fill parking lot	\$33,381	
Maintenance	Todd Hall	Mechanical	Replace classroom univents	\$1,121,660	
Maintenance	Todd Hall	Mechanical	Replace cabinet unit heaters	\$50,656	
Maintenance	Todd Hall	Mechanical	Replace fan coil units	\$23,157	
Maintenance	Todd Hall	Plumbing	Replace tunnel piping	TBD	
Subtotal				\$1,228,854	
Capital	Todd Hall	Classroom Furniture	Replace 2nd grade classroom furniture	\$121,573	
Capital	Todd Hall	Addition	Classroom Addition	\$3,702,615	New project added to plan
Capital	Lincoln Hall	Misc	Courtyard Renovation	\$234,325	New project added to plan
Subtotal				\$4,058,514	
Total 2025 Cost				\$5,422,998	
2026 - Proposed					
Priority Code	School	Category	Item	Estimated Cost	Notes
Subtotal				\$0	
Subtotal				\$0	
Subtotal				\$0	
Capital	Todd Hall	Casework	Replace classroom casework	\$328,248	
Capital	Todd Hall	Lighting	Replace classroom lighting to LED	\$455,901	
Capital	Todd Hall	Lighting	Replace corridor/office lighting to LED	\$455,901	
Capital	Todd Hall	Classroom Furniture	Replace shared instructional furniture	\$36,472	
Capital	Rutledge Hall	Casework	Replace classroom casework	\$683,851	
Capital	Rutledge Hall	Addition	Classroom Addition	\$3,689,856	New project added to plan
Subtotal				\$5,650,229	
Total 2026 Cost				\$5,650,229	

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 5 - Personnel \ General Personnel \

Document Status: Draft Update

General Personnel

5:50 Drug-and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition

All District workplaces are drug- and alcohol-free workplaces.

All employees are prohibited from engaging in any of the following activities while on District premises or while performing work for the District:

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance, or being impaired by or under the influence of any illegal substance or any detectible use of any illegal substance regardless of when or where the use occurred.
2. Distribution, consumption, use, possession, or being impaired by or under the influence of an alcoholic beverage; being present on District premises or while performing work for the District when alcohol consumption is detectible, regardless of when and/or where the use occurred.
3. Distribution, consumption, possession, use, or being impaired by or under the influence of cannabis; being present on District premises or while performing work for the District when impaired by or under the influence of cannabis, regardless of when and/or where the use occurred, unless distribution, possession, and/or use is by a school nurse or school administrator pursuant to *Ashley's Law*, [105 ILCS 5/22-33](#). The District considers employees impaired by or under the influence of cannabis when there is a good faith belief that an employee manifests the specific articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position listed in the Cannabis Regulation and Tax Act (CRTA).

Upon the Superintendent or designee's reasonable suspicion of an employee's violation of any of the prohibited activities stated above, the Superintendent or designee may direct the employee to undergo a drug and/or alcohol test to corroborate or refute the alleged violation. [PRESSPlus1](#) State law protects the District from liability when it takes actions pursuant to a reasonable workplace drug policy, including but not limited to subjecting an employee or applicant to reasonable drug and alcohol testing, reasonable and nondiscriminatory random drug testing, discipline, termination of employment, or withdrawal of a job offer due to a failure of a drug test. [PRESSPlus2](#)

For purposes of this policy a controlled substance means a substance that is:

1. Not legally obtainable,
2. Being used in a manner different than prescribed,
3. Legally obtainable, but has not been legally obtained, or
4. Referenced in federal or State controlled substance acts.

For purposes of this policy, *District premises* means workplace as defined in the [Cannabis Regulation and Tax Act \(CRTA\)](#) in addition to District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a School Board meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities. *School grounds* means the real property comprising any school, any conveyance used to transport students to school or a school-related activity, and any public way within 1,000 feet of any school ground, designated school bus stops where students are waiting for the school bus, and school-sponsored or school-sanctioned events or activities. "Vehicles used for school purposes" means school buses or other school vehicles.

As a condition of employment, each employee shall:

1. Abide by the terms of [this](#) Board policy respecting a drug- and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than five calendar days after such a conviction.

Unless otherwise prohibited by this policy, prescription and over-the-counter medications are not prohibited when taken in standard dosages and/or according to prescriptions from the employee's licensed health care provider, provided that an employee's work performance is not impaired.

To make employees aware of the dangers of drug and alcohol abuse, the Superintendent or designee shall perform each of the following:

1. Provide each employee with a copy of this policy.

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2. Post notice of this policy in a place where other information for employees is posted.
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations.
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees.
5. Establish a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace,
 - b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
 - c. The penalties that the District may impose upon employees for violations of this policy.
6. Remind employees that policy 6:60, *Curriculum Content*, requires the District to educate students, depending upon their grade, about drug and substance abuse prevention and relationships between drugs, alcohol, and violence.

E-Cigarette, Tobacco, and Cannabis Prohibition

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduct on School Property*. The prohibition on the use of e-cigarettes, tobacco, and cannabis products applies both (1) when an employee is on school property, and (2) while an employee is performing work for the District at a school event regardless of the event's location.

Tobacco ~~shall have~~ **has** the meaning provided in 105 ILCS 5/10-20.5b.

Cannabis ~~shall have~~ **has** the meaning provided in the CRTA, 410 ILCS 705/1-10.

E-Cigarette is short for electronic cigarette and shall have the meaning provided in the Prevention of Tobacco Use by Minors and Sale and Distribution of Tobacco Products Act, [720 ILCS 675/1](#)(a-9).

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. In addition or alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse rehabilitation program.

The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction.

Should District employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of \$5,000 or more, the Superintendent shall notify the appropriate State or federal agency from which the District receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

Disclaimer

The Board reserves the right to interpret, revise or discontinue any provision of this policy pursuant to the **Suspension of Policies** subhead in policy 2:240, *Board Policy Development*.

LEGAL REF.:

[42 U.S.C. §12114](#), Americans With Disabilities Act, ~~42 U.S.C. §12114~~.

[21 U.S.C. §812](#); [21 C.F.R. §1308.11-1308.15](#), Controlled Substances Act, ~~21 U.S.C. §812~~; ~~21 C.F.R. §1308.11-1308.15~~.

[41 U.S.C. §8101 et seq.](#), Drug-Free Workplace Act of 1988, ~~41 U.S.C. §8101 et seq.~~

[20 U.S.C. §7101 et seq.](#), Safe and Drug-Free School and Communities Act of 1994, ~~20 U.S.C. §7101 et seq.~~

[30 ILCS 580/](#), Drug-Free Workplace Act.

[105 ILCS 5/10-20.5b](#).

[410 ILCS 82/](#), Smoke Free Illinois Act.

[410 ILCS 130/](#), Compassionate Use of Medical Cannabis Program Act.

[410 ILCS 705/1-1 et seq.](#), Cannabis Regulation and Tax Act.

[720 ILCS 675](#), Prevention of Tobacco Use by Persons under 21 Years of Age and Sale and Distribution of Tobacco Products Act.

[820 ILCS 55/](#), Right to Privacy in the Workplace Act.

[21 C.F.R. Parts 1100, 1140, and 1143](#).

[23 III.Admin.Code §22.20.](#)

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: December 9, 2015

REVISED: February 6, 2020

REVIEWED: February 6, 2020

PRESSPlus Comments

PRESSPlus 1. 410 ILCS 705/10-50(d). If the board will not communicate to employees what will happen when reasonable suspicion exists, strike this sentence and select "Adopted with Additional District Edits" as the Save Status. **Issue 108, November 2021**

PRESSPlus 2. 410 ILCS 705/10-50(e)(1), amended by P.A. 101-593, protects the district from liability for actions described in this sentence. If the board will not communicate this information to its employees, strike this sentence and select "Adopted with Additional District Edits" as the Save Status. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 5 - Personnel \ General Personnel \

Document Status: Draft Update

General Personnel

5:90 Abused and Neglected Child Reporting

Any District employee who suspects or receives knowledge that a student may be an abused or neglected child shall: (1) immediately report or cause a report to be made to the Ill. Dept. of Children and Family Services (DCFS) on its Child Abuse Hotline 1-800-25-ABUSE (1-800-252-2873)(within Illinois); 1-217-524-2606 (outside of Illinois); or 1-800-358-5117 (TTY), and (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. Any District employee who believes a student is in immediate danger of harm, shall first call 911. The employee shall also promptly notify the Superintendent or Building Principal that a report has been made. The Superintendent or designee shall notify local law enforcement. Negligent failure to report occurs when a District employee personally observes an instance of suspected child abuse or neglect and reasonably believes, in his or her professional or official capacity, that the instance constitutes an act of child abuse or neglect under the Abused and Neglected Child Reporting Act (ANCRA) and he or she, without willful intent, fails to immediately report or cause a report to be made of the suspected abuse or neglect to DCFS.

Any District employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 1-800-THE-LOST (1-800-843-5678) or online at report.cybertip.org/ or www.missingkids.org. The Superintendent or Building Principal shall also be promptly notified of the discovery and that a report has been made.

Any District employee who observes any act of hazing that does bodily harm to a student must report that act to the Building Principal, Superintendent, or designee who will investigate and take appropriate action. If the hazing results in death or great bodily harm, the employee must first make the report to law enforcement and then to the Superintendent or Building Principal. Hazing is defined as any intentional, knowing, or reckless act directed to or required of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any group, organization, club, or athletic team whose members are or include other students.

Abused and Neglected Child Reporting Act (ANCRA), School Code, and *Erin's Law* Training

The Superintendent or designee shall provide staff development opportunities for District employees in the detection, reporting, and prevention of child abuse and neglect.

All District employees shall:

1. Before beginning employment, sign the *Acknowledgement of Mandated Reporter Status* form provided by DCFS. The Superintendent or designee shall ensure that the signed forms are retained.
2. Complete mandated reporter training as required by law within three months of initial employment and at least every three years after that date.
3. Complete an annual evidence-informed training related to child sexual abuse, grooming behaviors, and boundary violations as required by law and policy 5:100, *Staff Development Program*. [PRESSPlus1](#) The Superintendent will encourage all District educators to complete continuing professional development that addresses the traits and identifiers that may be evident in students who are victims of child sexual abuse, including recognizing and reporting child sexual abuse and providing appropriate follow-up and care for abused students as they return to the classroom setting.

The Superintendent or designee will display DCFS-issued materials that list the DCFS toll-free telephone number and methods for making a report under ANCRA in a clearly visible location in each school building.

Alleged Incidents of Sexual Abuse; Investigations

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in [720 ILCS 5/11-9.1A](#), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

If a District employee reports an alleged incident of sexual abuse to DCFS and DCFS accepts the report for investigation, DCFS will refer the matter to the local Children's Advocacy Center (CAC). The Superintendent or designee will implement procedures to coordinate with the CAC.

DCFS and/or the appropriate law enforcement agency will inform the District when its investigation is complete or has been suspended, as well as the outcome of its investigation. The existence of a DCFS and/or law enforcement investigation will not preclude the District from conducting its own parallel investigation into the alleged incident of sexual abuse in accordance with

policy 7:20, *Harassment of Students Prohibited*.

Special Superintendent Responsibilities

The Superintendent shall execute the requirements in Board policy 5:150, *Personnel Records*, whenever another school district requests a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to DCFS.

~~The Superintendent shall notify the State Superintendent and the Intermediate Service Center Executive Director in writing~~
When the Superintendent he or she has reasonable cause to believe that a license holder committed an intentional act of abuse or neglect with the result of making a child an abused child or a neglected child under ANCRA, and that act resulted in the license holder's dismissal or resignation from the District, he or she shall notify the State Superintendent and the Intermediate Service Center Executive Director in writing, providing the III. Educator Identification Number as well as a brief description of the misconduct alleged was dismissed or resigned from the District as a result of an act that made a child an abused or neglected child. The Superintendent must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the license holder.

Special School Board Member Responsibilities

Each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in ANCRA, direct or cause the Board to direct the Superintendent or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.

If the Board determines that any District employee, other than an employee licensed under [105 ILCS 5/21B](#), has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by ANCRA, the Board may dismiss that employee immediately.

When the Board learns that a licensed teacher was convicted of any felony, it must promptly report it to the State agencies listed in policy 2:20, *Powers and Duties of the Board of Education; Indemnification*. [PRESSPlus2](#)

LEGAL REF.:

[20 U.S.C. §7926, Elementary and Secondary Education Act.](#)

[105 ILCS 5/10-21.9, 5/10-23.13, and 5/21B-85.](#)

[20 ILCS 1305/1-1](#) et seq., Department of Human Services Act.

[325 ILCS 5/](#), Abused and Neglected Child Reporting Act.

[720 ILCS 5/12C-50.1](#), Criminal Code of 2012.

CROSS REF.: 2:20 (Powers and Duties of the Board of Education; Indemnification), [3:40 \(Superintendent\)](#), [3:50 \(Administrative Personnel Other Than the Superintendent\)](#), [3:60 \(Administrative Responsibility of the Building Principal\)](#), [4:165 \(Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors\)](#), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Terminations and Suspensions), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:20 (Harassment of Students Prohibited), 7:150 (Agency and Police Interviews)

ADOPTED: January 12, 2016

REVISED: February 6, 2020

REVIEWED: February 6, 2020

PRESSPlus Comments

PRESSPlus 1. *Erin's Law*, 105 ILCS 5/10-23.13, amended by P.A. 102-610. For additional *Erin's Law* requirements and definitions, see policies 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*; 5:100, *Staff Development Program*; 5:120, *Employee Ethics; Conduct; and Conflict of Interest*; and 6:60, *Curriculum Content*. See also the footnotes of these policies at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

PRESSPlus 2. 105 ILCS 5/21B-85(a) and (b), amended by P.A. 102-552. Because felony charges often arise out of abuse and neglect investigation, this board duty is listed here for convenience. See policy 2:20, *Powers and Duties of the School Board*;

Indemnification for more information. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 5 - Personnel \ Professional Personnel \

Document Status: Draft Update

Professional Personnel

5:250 Leaves of Absence

Sick and Bereavement Leave, Business Leave, Leave During Pregnancies and adoptions, placement for adoption, Leave as Delegate to IFT Convention, Special Leave for Tenured Teachers, Sabbatical Leave, and Personal Leave

Please refer to the current “Agreement between the Board of Education, School District #74, Lincolnwood, Illinois, and the Lincolnwood Teacher’s Association, Local 1274 IFT/AFT, AFL-CIO for additional information, if applicable.”

Staff members are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or Superintendent may require medical certification. [PRESSPlus1](#)

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway. [PRESSPlus2](#)

Child Bereavement Leave

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, [20 U.S.C. §2601 et seq.](#)) to take child bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Child Bereavement Leave Act. Child bereavement leave allows for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of his or her child, (2) making arrangements necessitated by the death of the staff member’s child, or (3) grieving the death of the staff member’s child, without any adverse employment action.

The leave must be completed within 60 days after the date on which the employee received notice of the death of his or her child. However, in the event of the death of more than one child in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Child Bereavement Leave Act. This policy does not create any right for an employee to take child bereavement leave that is inconsistent with the Child Bereavement Leave Act.

Leaves for Service in the Military

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in military service does not acquire tenure.

General Assembly

Leaves for service in the General Assembly, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in the General Assembly does not acquire tenure.

School Visitation Leave

An eligible professional staff member is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences, behavioral meetings, or academic meetings related to the teacher’s child, if the conference or meeting cannot be scheduled during non-work hours. Professional staff members must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the professional staff member, except sick, and disability leave.

Leaves for Victims of Domestic Violence, Sexual Violence, ~~or Gender Violence~~, or Other Crime of Violence [PRESSPlus3](#)

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, ~~or gender violence~~, or any other crime of violence or (2) has a family or household member who is a victim of such violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, ~~or gender violence~~, or any other crime of

violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance without suffering adverse employment action.

The Victims' Economic Security and Safety Act governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the District employs at least 50 employees, an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993 ([29 U.S.C. §2601 et seq.](#)).

Leaves to Serve as an Officer or Trustee of a Specific Organization

Upon request, the School Board will grant: (1) an unpaid leave of absence to a teacher who is elected to serve as an officer of a State or national teacher organization that represents teachers in collective bargaining negotiations, (2) 20 days of paid leave of absence per year to a trustee of the Teachers' Retirement System to attend meetings and seminars as described in [105 ILCS 5/24-6.3](#), and (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in [105 ILCS 5/24-6.2](#).

Leave to Serve as an Election Judge

Any staff member who was appointed to serve as an election judge under State law may, after giving at least 20-days' written notice to the District, be absent without pay for the purpose of serving as an election judge. The staff member is not required to use any form of paid leave to serve as an election judge. No more than 10% of the District's employees may be absent to serve as election judges on the same Election Day.

LEGAL REF.:

[10 ILCS 5/13-2.5](#).

[105 ILCS 5/24-6](#), [5/24-6.1](#), [5/24-6.2](#), [5/24-6.3](#), [5/24-13](#), and [5/24-13.1](#).

[330 ILCS 61/](#), Service Member Employment and Reemployment Rights Act.

[820 ILCS 147/](#), School Visitation Rights Act.

[820 ILCS 154/](#), Child Bereavement Leave Act.

[820 ILCS 180/](#), Victims' Economic Security and Safety Act.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: September 10, 2002

REVISED: September 2, 2021

REVIEWED: September 2, 2021

Comments: Brian Bare asked us to add for additional information, if applicable on all such policies 9/2/21

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/24-6, amended by P.A. 102-275, overturned the Illinois Supreme Court's decision in *Dynak v. Bd. of Educ. of Wood Dale Sch. Dist. 7*, 164 N.E.3d 1226 (Ill. 2020) (finding that a teacher was not entitled to use 30 days of sick leave for birth consecutively before and after an intervening summer break). It is unclear from the language of the statute if an employee can be prohibited from *intermittent* use of 30 working sick days for birth, e.g., such as taking leave once a week). Consult the board attorney for guidance on this issue. **Issue 108, November 2021**

PRESSPlus 2. 105 ILCS 5/24-6, amended by P.A. 102-275. **Issue 108, November 2021**

PRESSPlus 3. *Other crime of violence* means conduct prohibited by 720 ILCS 5/9 (homicide), 720 ILCS 5/11 (sex offenses), 720 ILCS 5/12 (bodily harm), 720 ILCS 5/26.5 (harassing and obscene communications), 720 ILCS 5/29D (terrorism), and 720 ILCS 5/33A (armed violence) or similar provisions of the Criminal Code of 1961. 820 ILCS 180/10(2.5), added by P.A. 102-487. **Issue 108, November 2021**

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PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 5 - Personnel \ Educational Support Personnel \

Document Status: Draft Update

Educational Support Personnel

5:330 Sick Days, Vacation, Holidays, and Leaves

Please refer to the current agreement: Between the Board of Education, School District #74, Lincolnwood, Illinois and the Lincolnwood Support Staff Union, Local 1274 IFT/AFT, AFL-CIO for additional information, if applicable.

For employees not covered by this agreement:

Sick Days

Sick leave is defined in State law as personal illness, quarantine at home, illness or death in the immediate family or household, or birth, adoption, ~~or placement for adoption,~~ or the acceptance of a child in need of foster care. The Superintendent and/or designee shall monitor the use of sick leave.

Ten (10) month employees who work at least 600 hours per year receive 15 paid sick days of which 4 shall be considered personal days. Any personal days not used by the end of the employee work year accrue as sick days. Part-time employees will receive sick leave day(s) equivalent to their work day. Unused sick leave shall accumulate without limit.

All full-time twelve (12) month employees will receive 17 paid sick days and 4 personal days. Any personal days not used by June 30 accrue as sick days. Part-time employees will receive sick leave days equivalent to their work day. Unused sick leave shall accumulate without limit.

The Board may require a certificate from a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, a licensed advanced practice registered nurse, or a licensed physician assistant, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, ~~or 30 days for birth,~~ or as it may deem necessary in other cases.

Employees are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or the Superintendent may require medical certification. [PRESSPlus1](#)

~~The use of paid sick leave for purposes of adoption, or placement for adoption, or acceptance of a child in need of foster care,~~ paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need to foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway. [PRESSPlus2](#)

Sick Days - Retirement

Employees may receive a stipend for each unused sick day in excess of those applied toward their IMRF Retirement Plan upon retirement at the age fifty-five (55) or older. The stipend shall be 1/10 of the employee's per diem wage rate.

This payment will be made in the month after the month following the employee's date of retirement (e.g. an employee who retires as of June 15 will be paid in August).

Vacation

All full-time 12 month personnel shall be entitled to a paid vacation day allotment in accordance with the following schedule: Year One through Year Five, 15 Days; Year Six through Year Ten, 18 Days; Beyond Ten Years, 21 days.

Vacation time will be arranged by mutual agreement between classified office personnel and the Supervising Administrator. Said vacation days shall be used during the period July 1 of the current year to the end of July of the following year (13 months). On August 1 of each year, up to five (5) unused vacation days shall be rolled into the employee's sick leave accumulation and any remaining unused days shall be forfeited unless an exception for an extension is granted by the employee's supervisor.

Holidays

The District will observe all State and federal holidays as identified in the School Code, unless waived exemptions apply. At the 5:330

discretion of the Superintendent, personnel may be granted additional days off with prior notice. A holiday will not cause a deduction from an employee's time or compensation.

Leaves for Service in the Military and General Assembly

Educational support personnel shall receive the same military and General Assembly leaves that are granted professional staff.

Bereavement Leave

Educational support personnel receive bereavement leave on the same terms and conditions granted professional staff.

School Visitation Leave

An eligible employee is entitled to a school visitation leave on the same terms and conditions granted professional staff.

Leaves for Victims of Domestic Violence, Sexual Violence, ~~or~~ Gender Violence, or Other Crime of Violence [PRESSPlus3](#)

Educational support personnel receive a leave for victims of domestic violence, sexual violence, or gender violence on the same terms and conditions granted professional staff.

Leave to Serve as a Trustee of the ~~Ill.~~ Illinois Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with [105 ILCS 5/24-6.3](#).

Child Bereavement Leave

Educational support personnel receive child bereavement leave on the same terms and conditions granted professional staff.

Leave to Serve as an Election Judge

An eligible employee is entitled to leave to serve as an election judge on the same terms and conditions granted professional staff.

LEGAL REF.:

[105 ILCS 5/10-20.7b](#), [5/24-2](#), and [5/24-6](#).

[330 ILCS 61/](#), Service Member Employment and Reemployment Rights Act.

[820 ILCS 147](#), School Visitation Rights Act.

[820 ILCS 154/](#), Child Bereavement Leave Act.

[820 ILCS 180/](#), Victims' Economic Security and Safety Act.

School Dist. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987); *Elder v. Sch. Dist. No.127* 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence)

ADOPTED: September 10, 2002

REVISED: October 7, 2021

REVIEWED: October 7, 2021

Comments: Brian Bare asked us to include for additional information, if applicable on all such policies 9/2/21

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/24-6, amended by P.A. 102-275. **Issue 108, November 2021**

PRESSPlus 2. Updated in response to 105 ILCS 5/24-6, amended by P.A. 102-275. **Issue 108, November 2021**

PRESSPlus 3. Updated in response to Victims' Economic Security and Safety Act (VESSA), 820 ILCS 180/, amended by P.A. ¹⁸⁰

102-487. *Other crime of violence* means conduct prohibited by 720 ILCS 5/9 (homicide), 720 ILCS 5/11 (sex offenses), 720 ILCS 5/12 (bodily harm), 720 ILCS 5/26.5 (harassing and obscene communications), 720 ILCS 5/29D (terrorism), and 720 ILCS 5/33A (armed violence) or similar provisions of the Criminal Code of 1961. 820 ILCS 180/10(2.5), added by P.A. 102-487. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 6 - Instruction \

Document Status: Draft Update

Instruction

6:135 Accelerated Placement Program

The District provides an Accelerated Placement Program (APP). The APP advances the District's goal of providing educational programs with opportunities for each student to develop to his or her maximum potential. The APP provides an educational setting with curriculum options usually reserved for students who are older or in higher grades than the student participating in the APP. APP options include, but may not be limited to: (a) accelerating a student in a single subject; (b) other grade-level acceleration; and (c) early entrance to kindergarten or first grade. Participation in the APP is open to all students who demonstrate high ability and who may benefit from accelerated placement. It is not limited to students who have been identified as gifted and talented. Eligibility to participate in the District's APP shall not be conditioned upon the protected classifications identified in Board policy 7:10, *Equal Educational Opportunities*, or any factor other than the student's identification as an accelerated learner.

The Superintendent or designee shall implement an APP that includes:

1. Decision-making processes that are fair, equitable, and involve multiple individuals, e.g. District administrators, teachers, and school support personnel, and a student's parent(s)/guardian(s);
2. Notification processes that notify a student's parent(s)/guardian(s) of a decision affecting a student's participation in the APP; ~~and~~
3. Assessment processes that include multiple valid, reliable indicators; ~~and~~
4. By the fall of 2023, the automatic enrollment, in the following school term, of a student into the next most rigorous level of advanced coursework offered by the high school if the student meets or exceeds State standards in English language arts, mathematics, or science on a State assessment administered under 105 ILCS 5/2-3.64a-5, as follows: [PRESSPlus1](#)
 - a. A student who meets or exceeds State standards in English language arts shall be automatically enrolled into the next most rigorous level of advanced coursework in English, social studies, humanities, or related subjects.
 - b. A student who meets or exceeds State standards in mathematics shall be automatically enrolled into the next most rigorous level of advanced coursework in mathematics.
 - c. A student who meets or exceeds State standards in science shall be automatically enrolled into the next most rigorous level of advanced coursework in science.

The Superintendent or designee may annually notify the community, parent(s)/guardian(s), students, and school personnel about the APP, the process for referring a student for possible evaluation for accelerated placement, and the methods used to determine whether a student is eligible for accelerated placement, including strategies to reach groups of students and families who have been historically underrepresented in accelerated placement programs and advanced coursework. [PRESSPlus2](#)

Notification may: (a) include varied communication methods, such as student handbooks and District or school websites; and (b) be provided in multiple languages, as appropriate.

LEGAL REF.:

[105 ILCS 5/14A.](#)

[23 Ill.Admin.Code Part 227](#), Gifted Education.

CROSS REF.: 6:10 (Educational Philosophy and Objectives), 6:130 (Program for the Gifted), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student Transfers To and From Non-District Schools)

ADOPTED: October 4, 2018

REVISED: May 7, 2020

REVIEWED: May 7, 2020

Comments: 8/1/19 Added an AP to the Policy

PRESSPlus Comments

PRESSPlus 1. Required by 105 ILCS 5/14A-32(a-5), added by P.A. 101-654 and amended by P.A. 102-209, for all districts,

including elementary-only districts. Though not explained in the statute, this is likely because State assessments in English language arts, mathematics, and science are required in grades 3 through 8 (105 ILCS 5/2-3.64a-5) and a student's State assessment results may place the student in high school courses. Consult the board attorney about practical implementation issues for an elementary school district, e.g., what to do if the elementary school district does not have a program for students to enroll in high school courses (If the Board has not adopted policy 6:315, *High School Credit for Students in Grade 7 or 8*, the sample can be found at **PRESS** Online by logging in at www.iasb.com.), or if the elementary school district would like to offer advanced coursework not offered by the high school.

A district must provide the parents/guardians of a student eligible for automatic enrollment with the option to instead enroll in alternative coursework that better aligns with the student's postsecondary education or career goals. For a student entering grade 12, the next most rigorous level of advanced coursework in English language arts or mathematics must be a *dual credit course* (as defined in the Dual Credit Quality Act, 110 ILCS 27/5), an *Advanced Placement course* (as defined in the College and Career Success for All Students Act, 105 ILCS 302/10), or an International Baccalaureate course. The same is true for all other subjects, except that the next most rigorous level of advanced coursework may also include an honors class, an enrichment opportunity, a gifted program, or another program offered by the district. 105 ILCS 5/14A-32(a-5), added by P.A. 101-654 and amended by P.A. 102-209. See 6:135-AP, *Accelerated Placement Program Procedures*, at **PRESS** Online. **Issue 108, November 2021**

PRESSPlus 2. 105 ILCS 5/14A-32(b)(1), amended by P.A. 101-654, permits, but does not require this notification. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021
POLICY COMMITTEE MEETING JANUARY 21, 2022
ANSWER REQUIRED

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 7 - Students \

Document Status: Draft Update

Students

7:160 Student Appearance

Students' dress and hygiene grooming must not disrupt the educational process, interfere with the maintenance of a positive teaching/learning climate, or compromise reasonable standards of health, and safety, and decency. The District does not prohibit hairstyles historically associated with race, ethnicity, or hair texture, including, but not limited to, protective hairstyles such as braids, locks, and twists. PRESSPlus1 Q1 Students who disrupt the educational process or compromise standards of health and safety must modify their appearance. Procedures for guiding student appearance, handling students who dress or groom inappropriately will be developed by the Superintendent or designee and included in the *Student Handbook(s)*.

LEGAL REF.:

105 ILCS 5/2-3.25 and 5/10-22.25b.

Tinker v. Des Moines Independent Sch. Dist., 89 S.Ct. 733 393 U.S. 503 (1969).

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior)

ADOPTED: September 7, 2017

REVISED:

REVIEWED: June 24, 2021

Questions and Answers:

***Required Question 1. If the board would like to expand upon the law's requirement of race, ethnicity, or hair texture, IASB will amend this sentence as follows: "The District does not prohibit hairstyles or hair textures historically associated with historically associated with race, ethnicity, or hair texture, or any other protected classes under Board policy 7:10, *Equal Educational Opportunities*, including, but not limited to, protective hairstyles such as braids, locks, and twists."

Would the board would like to expand upon the law's requirement of race, ethnicity, or hair texture?

- ☐ No (default)
☐ Yes.

PRESSPlus Comments

PRESSPlus 1. Required by 105 ILCS 5/10-22.25b, amended by P.A. 102-360, eff. 1-1-22, for recognition under 105 ILCS 5/2-3.25 (*Jett Hawkins Law*). For districts to receive recognition from the Ill. State Board of Education (ISBE), they must provide assurances of compliance with the *Jett Hawkins Law*. This policy's second sentence does that. ISBE will have resource materials on its website by 7-1-22. State or federal law also controls this policy's content. **Issue 108, November 2021**

PRESS PLUS ISSUE #108 NOVEMBER 2021

POLICY COMMITTEE MEETING JANUARY 21, 2022

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 7 - Students \

Document Status: Draft Update

Students

7:180 Prevention of and Response to Bullying, Intimidation, and Harassment

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important District goals.

Bullying on the basis of actual or perceived race, color, national origin, military status, unfavorable discharge status from the military service, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic **is prohibited** in each of the following situations:

1. During any school-sponsored education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a nonschool-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by a school district or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This item (4) applies only in cases in which a school administrator or teacher receives a report that bullying through this means has occurred and it does not require a district or school to staff or monitor any nonschool-related activity, function, or program.

Definitions from [105 ILCS 5/27-23.7](#)

Bullying includes *cyberbullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property;
2. Causing a substantially detrimental effect on the student's or students' physical or mental health;
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive. [PRESSPlus1](#)

Cyberbullying means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

Restorative measures means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, and (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school, and (vii) increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act. [PRESSPlus2](#)

School personnel means persons employed by, on contract with, or who volunteer in a school district, including without limitation

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school and school district administrators, teachers, school ~~guidance~~ ^{PRESSPlus3} counselors, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

Bullying Prevention and Response Plan

The Superintendent or designee shall develop and maintain a bullying prevention and response plan that advances the District's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the following requirements:

1. Using the definition of *bullying* as provided in this policy, the Superintendent or designee shall emphasize to the school community that: (1) the District prohibits bullying, and (2) all students should conduct themselves with a proper regard for the rights and welfare of other students. This may include a process for commending or acknowledging students for demonstrating appropriate behavior.
2. Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the [First Amendment to the U.S. Constitution](#) or under [Section 3 of Article I of the Illinois Constitution](#).
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the District named officials or any staff member. The District named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted; however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

Nondiscrimination Coordinator:

Dr. David L. Russo, Asst. Superintendent
District Office
6950 N. East Prairie Rd., Lincolnwood, IL 60712
drusso@sd74.org
847-675-8234

Complaint Managers:

Dr. David L. Russo, Asst. Superintendent	Erin Curry, Principal
District Office	Rutledge Hall
6950 N. East Prairie Rd., Lincolnwood, IL 60712	6850 North East Prairie Road, Lincolnwood IL 60712
drusso@sd74.org	ecurry@sd74.org
847-675-8234	847-675-8236

4. Consistent with federal and State laws and rules governing student privacy rights, the Superintendent or designee shall promptly inform parent(s)/guardian(s) of all students involved in an alleged incident of bullying and discuss, as appropriate, the availability of social work services, counseling, school psychological services, other interventions, and restorative measures.
5. The Superintendent or designee shall promptly investigate and address reports of bullying, by, among other things:
 - a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of the incident of bullying was received and taking into consideration additional relevant information received during the course of the investigation about the reported incident of bullying.
 - b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.
 - c. Notifying the Building Principal or school administrator or designee of the report of the incident of bullying as soon as possible after the report is received.
 - d. Consistent with federal and State laws and rules governing student privacy rights, providing parents and guardians of the

students who are parties to the investigation information about the investigation and an opportunity to meet with the principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

The Superintendent or designee shall investigate whether a reported act of bullying is within the permissible scope of the District's jurisdiction and shall require that the District provide the victim with information regarding services that are available within the District and community, such as counseling, support services, and other programs.

6. The Superintendent or designee shall use interventions to address bullying, which may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. Any person student's act of reprisal or retaliation will be subject to disciplinary action, up to and including discharge with regard to employees, or suspension and/or expulsion PRESSPlus4 with regard to students treated as bullying for purposes of determining any consequences or other appropriate remedial actions.
8. A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, a person who is found to have knowingly making a falsely accused another of bullying, as a means of retaliation, as a means of bullying, or provided knowingly false information will be treated as either: (a) bullying, (b) student discipline up to and including suspension and/or expulsion, and/or (c) both (a) and (b) for purposes of determining any consequences or other appropriate remedial actions.
9. The District's bullying prevention and response plan is must be based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Superintendent or designee shall post this policy on the District's website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.
11. Pursuant to State law and policy 2:240, Board Policy Development, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary and appropriate revisions. The Superintendent or designee shall assist the Board with its re-evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process shall include, without limitation: PRESSPlus5
 - a. The frequency of victimization;
 - b. Student, staff, and family observations of safety at a school;
 - c. Identification of areas of a school where bullying occurs;
 - d. The types of bullying utilized; and
 - e. Bystander intervention or participation.

The evaluation process may use relevant data and information that the District already collects for other purposes. Acceptable documentation to satisfy the re-evaluated policy submission include one of the following:

- 1) An updated version of the policy with the amendment/modification date included in the reference portion of the policy;
- 2) If no revisions are deemed necessary, a copy of board minutes indicating that the policy was re-evaluated and no changes were deemed to be necessary, or a signed statement from the board; or
- 3) A signed statement from the Board President indicating that the Board re-evaluated the policy and no changes to it were necessary.

The Superintendent or designee must post the information developed as a result of the policy re-evaluation on the District's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students. Reviews and re-evaluations in years they are due must be submitted to ISBE by September 30.

12. The District's bullying prevention plan must be consistent with other Board policies.
13. The Superintendent or designee shall fully inform staff members of the District's goal to prevent students from engaging in bullying and the measures being used to accomplish it. This includes each of the following:
 - a. Communicating the District's expectation and State law requirement that teachers and other certificated or licensed employees maintain discipline.
 - b. Establishing the expectation that staff members: (1) intervene immediately to stop a bullying incident that they witness or immediately contact building security and/or law enforcement if the incident involves a weapon or other illegal activity, (2) report bullying, whether they witness it or not, to an administrator, and (3) inform the administration of locations on school grounds where additional supervision or monitoring may be needed to prevent bullying. 187
 - c. Where appropriate in the staff development program, providing strategies to staff members to effectively prevent bullying

and intervene when it occurs.

- d. Establishing a process for staff members to fulfill their obligation to report alleged acts of bullying.

LEGAL REF.:

105 ILCS 5/10-20.14, 5/10-22.6(b-20), 5/24-24, and 5/27-23.7.

405 ILCS 49/, Children's Mental Health Act.

775 ILCS 5/1-103, III. Human Rights Act.

~~105 ILCS 5/10-20.14, 5/24-24, and 5/27-23.7.~~

23 Ill.Admin.Code §1.240 and §1.280.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Food Allergy Management Program), 7:295 (Student Personal Body Safety Program), 7:310 (Restrictions on Publications; Elementary Schools)

ADOPTED: November 6, 2014

REVISED: September 3, 2020

REVIEWED: September 3, 2020

PRESSPlus Comments

PRESSPlus 1. All definitions are directly from 105 ILCS 5/27-23.7. See also resources from Cyberbullying Research Center, available at: cyberbullying.org/, and the U.S. School Safety Clearinghouse website at www.SchoolSafety.gov. **Issue 108, November 2021**

PRESSPlus 2. Updated in response to 105 ILCS 5/27-23.7(b), amended by P.A. 102-241. **Issue 108, November 2021**

PRESSPlus 3. Updated in response to P.A. 102-197, changing the term *school guidance counselor* to *school counselor* to clarify that a school counselor's role is broader than the role of a school guidance counselor. School counselors have a licensed school support personnel endorsement, and the role of a school counselor includes academic, social-emotional, and college and career counseling. **Issue 108, November 2021**

PRESSPlus 4. Consult the board attorney about the potential conflict of 105 ILCS 5/27-23.7(b)(7) (allowance of suspension and/or expulsion of students for reprisal/retaliation against reports of bullying) with 105 ILCS 5/10-22.6(b-20) (districts must resolve threats, address disruptions, and minimize the length (and implementation of) suspensions and expulsions to the greatest extent practicable). For more information, see sample policy 7:200, *Suspension Procedures*, at f/n 8 and sample policy 7:210, *Expulsion Procedures*, at f/ns 11 and 13, available at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

PRESSPlus 5. All districts must have a policy on bullying, monitor it, review and re-evaluate it, and file it with the Ill. State Board of Education (ISBE) every two years. 105 ILCS 5/27-23.7. See ISBE's *School Policies for Bullying Prevention* at: www.isbe.net/Documents/Bullying-Prev-Policy-Req.pdf. **Issue 108, November 2021**

Review of Closed Session Minutes

Date Reviewed by Board Secretary: January 18, 2022

Date Reviewed by Board of Education: February 3, 2022

Date of Board Approval: February 3, 2022

Date of Minutes	Recommendation of Board Secretary
OCTOBER 6, 2011	REMAIN CLOSED
FEBRUARY 21, 2012	OPEN
APRIL 2, 2012	REMAIN CLOSED
MAY 8, 2012	REMAIN CLOSED
SEPTEMBER 1, 2016	REMAIN CLOSED
JUNE 3, 2020	OPEN
JUNE 3, 2021	REMAIN CLOSED
JUNE 24, 2021	OPEN
SEPTEMBER 2, 2021	OPEN
AUGUST 23, 2021	OPEN
OCTOBER 7, 2021	OPEN
NOVEMBER 4, 2021	OPEN

Review of Closed Session Audio Recordings

Date Reviewed by Board Secretary: January 18, 2022

Date Reviewed by Board of Education: February 3, 2022

Date of Board Approval: February 3, 2022

Destroy Audio Recordings of the following Board of Education Closed Meetings (held prior to July 1, 2020)
FEBRUARY 6, 2020
MARCH 5, 2020
APRIL 2, 2020
JUNE 3, 2020
JUNE 25, 2020

Lincolnwood School District 74

Fund Balances

Fiscal Year: 2021-2022

Month: November
Year: 2021
Fund Type:

☐ Include Cash Balance
☐ FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
10	EDUCATIONAL	\$10,612,789.57	\$10,125,991.99	(\$6,939,638.97)	\$0.00	\$13,799,142.59
20	OPERATIONS & MAINTENANCE	\$3,073,579.94	\$1,059,976.22	(\$926,766.26)	\$0.00	\$3,206,789.90
30	DEBT SERVICE	\$920,382.10	\$775,438.21	\$0.00	\$0.00	\$1,695,820.31
40	TRANSPORTATION	\$1,201,985.01	\$566,498.92	(\$395,717.03)	\$0.00	\$1,372,766.90
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$377,752.43	\$131,295.36	(\$97,773.66)	\$0.00	\$411,274.13
52	SOCIAL SECURITY AND MEDICARE	(\$132,773.50)	\$157,758.98	(\$112,625.39)	\$0.00	(\$87,639.91)
60	CAPITAL PROJECTS	\$757,792.10	\$25,833.10	(\$419,100.00)	\$6,000,000.00	\$6,364,525.20
70	WORKING CASH	\$6,463,874.68	\$18,313.96	\$0.00	(\$6,000,000.00)	\$482,188.64
80	TORT IMMUNITY	\$17,743.76	\$53,604.94	\$0.00	\$0.00	\$71,348.70
90	FIRE PREVENTION & SAFETY	\$4,018,659.43	\$252,006.03	(\$1,751,870.42)	\$0.00	\$2,518,795.04
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$27,311,785.52	\$13,166,717.71	(\$10,643,491.73)	\$0.00	\$29,835,011.50

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 11/30/2021

Fiscal Year: 2021-2022

ASSETS

CASH & INVESTMENTS

Cash in Bank (+) \$29,488,125.12

Imprest Fund (+) \$15,078.88

Petty Cash (+) \$100.00

Sub-total : CASH & INVESTMENTS \$29,503,304.00

DUE FROM OTHER GOVERNMENTS

Inter-Governmental Loans (+) (\$467.03)

Sub-total : DUE FROM OTHER GOVERNMENTS (\$467.03)

Total : ASSETS \$29,502,836.97

LIABILITIES

ACCOUNTS PAYABLE

Accounts Payable (+) \$66,108.88

Sub-total : ACCOUNTS PAYABLE \$66,108.88

OTHER CURRENT LIABILITIES

Other Liabilities (+) \$34,961.30

Payroll Liabilities (+) (\$433,244.71)

Sub-total : OTHER CURRENT LIABILITIES (\$398,283.41)

Total : LIABILITIES (\$332,174.53)

FUND BALANCE

Unreserved Fund Balance

Fund Balance (+) \$27,311,785.52

Sub-total : Unreserved Fund Balance \$27,311,785.52

NET INCREASE (DECREASE)

NET INCREASE (DECREASE) (+) \$2,523,225.98

Sub-total : NET INCREASE (DECREASE) \$2,523,225.98

Total : FUND BALANCE \$29,835,011.50

Total LIABILITIES + FUND BALANCE \$29,502,836.97

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
REVENUE					
LOCAL SOURCES					
Property Tax Receipts (+)	\$119,072.34	\$11,238,780.91	\$24,471,128.00	\$13,232,347.09	45.9%
Payments in Lieu of Taxes (+)	\$0.00	\$446,732.38	\$620,000.00	\$173,267.62	72.1%
Tuition Payments Received (+)	\$8,000.00	\$64,611.40	\$176,000.00	\$111,388.60	36.7%
Interest Revenue Received (+)	\$39,364.96	\$169,269.35	\$196,005.00	\$26,735.65	86.4%
Sales to Pupils & Adults (+)	\$12,401.20	\$54,126.97	\$110,000.00	\$55,873.03	49.2%
Activity Fees Received (+)	\$1,893.25	\$39,551.84	\$89,900.00	\$50,348.16	44.0%
Rental Revenue (+)	\$919.75	\$44,656.56	\$90,000.00	\$45,343.44	49.6%
Other Local Revenue (+)	\$9,254.52	\$34,946.58	\$739,250.00	\$704,303.42	4.7%
Sub-total : LOCAL SOURCES	\$190,906.02	\$12,092,675.99	\$26,492,283.00	\$14,399,607.01	45.6%
STATE SOURCES					
State Grants & Aid Received (+)	\$105,838.00	\$610,736.44	\$1,522,880.00	\$912,143.56	40.1%
Sub-total : STATE SOURCES	\$105,838.00	\$610,736.44	\$1,522,880.00	\$912,143.56	40.1%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	\$252,671.78	\$463,305.28	\$1,538,458.00	\$1,075,152.72	30.1%
Sub-total : FEDERAL SOURCES	\$252,671.78	\$463,305.28	\$1,538,458.00	\$1,075,152.72	30.1%
Total : REVENUE	\$549,415.80	\$13,166,717.71	\$29,553,621.00	\$16,386,903.29	44.6%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
Salaries (-)	\$592,561.20	\$2,051,843.12	\$7,769,901.00	\$5,718,057.88	26.4%
Employee Benefits (-)	\$102,679.81	\$311,067.22	\$1,310,601.00	\$999,533.78	23.7%
Purchased Services (-)	\$13,225.32	\$110,841.33	\$241,500.00	\$130,658.67	45.9%
Termination Benefits (-)	\$28,232.95	\$118,288.18	\$405,933.00	\$287,644.82	29.1%
Supplies & Materials (-)	\$18,317.81	\$243,112.01	\$650,345.00	\$407,232.99	37.4%
Capital Expenditures (-)	\$2,807.27	\$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 (-)	\$7,648.91	\$44,330.83	\$97,000.00	\$52,669.17	45.7%
Sub-total : REGULAR K-12 PROGRAMS	(\$765,473.27)	(\$2,955,499.45)	(\$10,668,980.00)	(\$7,713,480.55)	27.7%
PRE-K PROGRAMS					
Salaries (-)	\$16,788.38	\$58,759.33	\$218,560.00	\$159,800.67	26.9%
Employee Benefits (-)	\$5,308.98	\$16,487.69	\$78,095.00	\$61,607.31	21.1%
Supplies & Materials (-)	\$134.65	\$952.72	\$3,800.00	\$2,847.28	25.1%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : PRE-K PROGRAMS	(\$22,232.01)	(\$76,199.74)	(\$301,455.00)	(\$225,255.26)	25.3%
SPECIAL ED PROGRAMS K-12					
Salaries (-)	\$89,840.02	\$311,843.08	\$1,276,974.00	\$965,130.92	24.4%
Employee Benefits (-)	\$24,179.21	\$74,443.76	\$384,510.00	\$310,066.24	19.4%
Purchased Services (-)	\$299.99	\$299.99	\$500.00	\$200.01	60.0%
Supplies & Materials (-)	\$17.66	\$442.41	\$4,200.00	\$3,757.59	10.5%
Capital Expenditures (-)	\$3,970.25	\$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 (-)	\$2,173.60	\$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 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : SPECIAL ED PROGRAMS K-12	(\$120,480.73)	(\$397,199.56)	(\$1,677,484.00)	(\$1,280,284.44)	23.7%
REMEDIAL & SUPPLEMENTAL K-12					
Salaries (-)	\$43,828.98	\$153,401.43	\$569,777.00	\$416,375.57	26.9%
Employee Benefits (-)	\$7,141.10	\$22,198.80	\$89,918.00	\$67,719.20	24.7%
Purchased Services (-)	\$0.00	\$45,276.56	\$45,303.00	\$26.44	99.9%
Supplies & Materials (-)	\$63.15	\$7,402.35	\$13,900.00	\$6,497.65	53.3%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$51,033.23)	(\$228,279.14)	(\$718,898.00)	(\$490,618.86)	31.8%
INTERSCHOLASTIC PROGRAMS					
Salaries (-)	\$238.88	\$597.20	\$90,000.00	\$89,402.80	0.7%
Employee Benefits (-)	\$6.44	\$16.10	\$4,275.00	\$4,258.90	0.4%
Supplies & Materials (-)	\$490.00	\$490.00	\$1,500.00	\$1,010.00	32.7%
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	(\$735.32)	(\$4,603.30)	(\$100,475.00)	(\$95,871.70)	4.6%
SUMMER SCHOOL PROGRAMS					
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%
GIFTED PROGRAMS					
Salaries (-)	\$24,892.62	\$87,124.17	\$314,460.00	\$227,335.83	27.7%
Employee Benefits (-)	\$3,839.52	\$10,546.89	\$69,167.00	\$58,620.11	15.2%
Supplies & Materials (-)	\$599.07	\$890.42	\$3,500.00	\$2,609.58	25.4%
Sub-total : GIFTED PROGRAMS	(\$29,331.21)	(\$98,561.48)	(\$387,127.00)	(\$288,565.52)	25.5%
BILINGUAL PROGRAMS					
Salaries (-)	\$51,271.36	\$178,206.82	\$670,884.00	\$492,677.18	26.6%
Employee Benefits (-)	\$7,718.89	\$23,622.55	\$97,510.00	\$73,887.45	24.2%
Purchased Services (-)	\$0.00	\$1,800.00	\$1,950.00	\$150.00	92.3%
Supplies & Materials (-)	\$0.00	\$2,693.88	\$18,600.00	\$15,906.12	14.5%
Sub-total : BILINGUAL PROGRAMS	(\$58,990.25)	(\$206,323.25)	(\$788,944.00)	(\$582,620.75)	26.2%
ATTENDANCE & SOCIAL WORK					
Salaries (-)	\$30,195.86	\$105,685.51	\$392,546.00	\$286,860.49	26.9%
Employee Benefits (-)	\$2,370.37	\$7,564.26	\$30,737.00	\$23,172.74	24.6%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,400.00	\$1,400.00	0.0%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$32,566.23)	(\$113,249.77)	(\$424,683.00)	(\$311,433.23)	26.7%
HEALTH SERVICES					
Salaries (-)	\$12,426.56	\$50,233.21	\$191,053.00	\$140,819.79	26.3%
Employee Benefits (-)	\$5,311.23	\$18,753.37	\$80,959.00	\$62,205.63	23.2%
Purchased Services (-)	\$4,528.00	\$6,703.00	\$1,500.00	(\$5,203.00)	446.9%
Supplies & Materials (-)	\$650.37	\$3,104.82	\$20,940.00	\$17,835.18	14.8%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Capital Expenditures (-)	\$0.00	\$0.00	\$2,250.00	\$2,250.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Non-Capital Equipment (-)	\$0.00	\$0.00	\$1,600.00	\$1,600.00	0.0%
Sub-total : HEALTH SERVICES	(\$22,916.16)	(\$78,794.40)	(\$299,052.00)	(\$220,257.60)	26.3%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$13,401.32	\$46,904.62	\$156,500.00	\$109,595.38	30.0%
Employee Benefits (-)	\$2,910.32	\$8,932.06	\$37,141.00	\$28,208.94	24.0%
Purchased Services (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$800.00	\$800.00	0.0%
Sub-total : PSYCHOLOGICAL SERVICES	(\$16,311.64)	(\$55,836.68)	(\$196,941.00)	(\$141,104.32)	28.4%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$20,372.64	\$71,304.24	\$281,336.00	\$210,031.76	25.3%
Employee Benefits (-)	\$3,143.87	\$9,734.41	\$36,939.00	\$27,204.59	26.4%
Supplies & Materials (-)	\$11.99	\$1,317.63	\$900.00	(\$417.63)	146.4%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$23,528.50)	(\$82,356.28)	(\$319,175.00)	(\$236,818.72)	25.8%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$9,384.73	\$26,074.50	\$125,979.00	\$99,904.50	20.7%
Employee Benefits (-)	\$605.00	\$1,651.52	\$10,491.00	\$8,839.48	15.7%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$9,989.73)	(\$27,726.02)	(\$136,470.00)	(\$108,743.98)	20.3%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$27,769.26	\$161,388.51	\$432,388.00	\$270,999.49	37.3%
Employee Benefits (-)	\$4,310.30	\$24,903.26	\$61,532.00	\$36,628.74	40.5%
Purchased Services (-)	\$3,498.59	\$25,641.07	\$63,793.00	\$38,151.93	40.2%
Supplies & Materials (-)	\$174.81	\$1,150.55	\$3,500.00	\$2,349.45	32.9%
Other Objects (-)	\$0.00	\$1,759.58	\$1,800.00	\$40.42	97.8%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$35,752.96)	(\$214,842.97)	(\$563,013.00)	(\$348,170.03)	38.2%
EDUCATIONAL MEDIA					
Salaries (-)	\$20,262.72	\$70,919.52	\$263,415.00	\$192,495.48	26.9%
Employee Benefits (-)	\$2,422.63	\$7,572.09	\$30,787.00	\$23,214.91	24.6%
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$390.63	\$3,210.05	\$9,800.00	\$6,589.95	32.8%
Sub-total : EDUCATIONAL MEDIA	(\$23,075.98)	(\$81,701.66)	(\$305,002.00)	(\$223,300.34)	26.8%
ASSESSMENT & TESTING					
Purchased Services (-)	\$0.00	\$14,525.00	\$14,525.00	\$0.00	100.0%
Sub-total : ASSESSMENT & TESTING	\$0.00	(\$14,525.00)	(\$14,525.00)	\$0.00	100.0%
ADMIN SERVICES - BOARD OF ED					
Employee Benefits (-)	\$4,785.90	\$45,085.58	\$70,000.00	\$24,914.42	64.4%
Purchased Services (-)	\$7,430.66	\$72,305.00	\$218,900.00	\$146,595.00	33.0%
Supplies & Materials (-)	\$38.68	\$575.53	\$2,500.00	\$1,924.47	23.0%
Other Objects (-)	\$0.00	\$0.00	\$15,000.00	\$15,000.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : ADMIN SERVICES - BOARD OF ED	(\$12,255.24)	(\$117,966.11)	(\$306,900.00)	(\$188,933.89)	38.4%
SUPERINTENDENT					
Salaries (-)	\$20,762.88	\$114,195.84	\$269,918.00	\$155,722.16	42.3%
Employee Benefits (-)	\$2,809.32	\$14,448.67	\$35,850.00	\$21,401.33	40.3%
Purchased Services (-)	\$100.00	\$100.00	\$3,900.00	\$3,800.00	2.6%
Supplies & Materials (-)	\$83.58	\$176.07	\$2,000.00	\$1,823.93	8.8%
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	(\$23,755.78)	(\$132,011.46)	(\$315,168.00)	(\$183,156.54)	41.9%
ADMIN SERVICES - SPECIAL ED					
Salaries (-)	\$10,919.98	\$60,059.89	\$141,962.00	\$81,902.11	42.3%
Employee Benefits (-)	\$3,448.02	\$17,557.66	\$42,403.00	\$24,845.34	41.4%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$14,368.00)	(\$77,617.55)	(\$184,365.00)	(\$106,747.45)	42.1%
WORKERS COMPENSATION INSURANCE					
Purchased Services (-)	\$0.00	\$0.00	\$94,000.00	\$94,000.00	0.0%
Sub-total : WORKERS COMPENSATION INSURANCE	\$0.00	\$0.00	(\$94,000.00)	(\$94,000.00)	0.0%
LOSS PREVENTION REDUCTION					
Other Objects (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Sub-total : LOSS PREVENTION REDUCTION	\$0.00	\$0.00	(\$5,000.00)	(\$5,000.00)	0.0%
PROPERTY INSURANCE					
Purchased Services (-)	\$0.00	\$0.00	\$100,000.00	\$100,000.00	0.0%
Sub-total : PROPERTY INSURANCE	\$0.00	\$0.00	(\$100,000.00)	(\$100,000.00)	0.0%
PRINCIPAL					
Salaries (-)	\$53,731.79	\$291,988.40	\$689,545.00	\$397,556.60	42.3%
Employee Benefits (-)	\$16,853.95	\$84,823.74	\$201,846.00	\$117,022.26	42.0%
Purchased Services (-)	\$400.42	\$1,141.66	\$5,100.00	\$3,958.34	22.4%
Supplies & Materials (-)	\$14.99	\$169.81	\$4,200.00	\$4,030.19	4.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$50.00	\$2,400.00	\$2,350.00	2.1%
Termination Benefits (-)	\$0.00	\$9,960.99	\$9,961.00	\$0.01	100.0%
Sub-total : PRINCIPAL	(\$71,001.15)	(\$388,134.60)	(\$914,552.00)	(\$526,417.40)	42.4%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	\$14,074.40	\$77,409.20	\$182,968.00	\$105,558.80	42.3%
Employee Benefits (-)	\$2,487.99	\$12,712.50	\$31,165.00	\$18,452.50	40.8%
Other Objects (-)	\$1,170.00	\$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	(\$17,732.39)	(\$91,420.00)	(\$216,033.00)	(\$124,613.00)	42.3%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
FISCAL SERVICES					
Salaries (-)	\$16,886.30	\$92,553.35	\$220,030.00	\$127,476.65	42.1%
Employee Benefits (-)	\$6,468.24	\$33,977.77	\$90,879.00	\$56,901.23	37.4%
Purchased Services (-)	\$1,818.50	\$3,181.17	\$105,500.00	\$102,318.83	3.0%
Supplies & Materials (-)	\$762.66	\$2,999.89	\$5,000.00	\$2,000.11	60.0%
Other Objects (-)	\$2,623.11	\$8,918.39	\$20,000.00	\$11,081.61	44.6%
Non-Capitalized Equipment (-)	\$0.00	\$238.25	\$1,000.00	\$761.75	23.8%
Sub-total : FISCAL SERVICES	(\$28,558.81)	(\$141,868.82)	(\$442,409.00)	(\$300,540.18)	32.1%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	\$305.54	\$68,849.35	\$174,686.00	\$105,836.65	39.4%
Capital Expenditures (-)	\$22,412.40	\$384,428.02	\$1,165,358.00	\$780,929.98	33.0%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$22,717.94)	(\$453,277.37)	(\$1,340,044.00)	(\$886,766.63)	33.8%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	\$38,072.26	\$206,971.45	\$509,517.00	\$302,545.55	40.6%
Employee Benefits (-)	\$13,437.41	\$70,531.81	\$167,722.00	\$97,190.19	42.1%
Purchased Services (-)	\$66,279.88	\$458,740.95	\$957,675.00	\$498,934.05	47.9%
Supplies & Materials (-)	\$32,856.82	\$182,896.97	\$498,650.00	\$315,753.03	36.7%
Capital Expenditures (-)	\$11,141.50	\$1,764,134.39	\$2,391,023.00	\$626,888.61	73.8%
Other Objects (-)	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.0%
Non-Capitalized Equipment (-)	\$235.00	\$1,579.40	\$18,000.00	\$16,420.60	8.8%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$162,022.87)	(\$2,684,854.97)	(\$4,544,337.00)	(\$1,859,482.03)	59.1%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$138,730.04	\$395,717.03	\$1,285,000.00	\$889,282.97	30.8%
Sub-total : PUPIL TRANSPORTATION	(\$138,730.04)	(\$395,717.03)	(\$1,285,000.00)	(\$889,282.97)	30.8%
FOOD SERVICES					
Salaries (-)	\$19,170.44	\$74,218.65	\$235,394.00	\$161,175.35	31.5%
Employee Benefits (-)	\$8,368.86	\$29,400.51	\$101,367.00	\$71,966.49	29.0%
Purchased Services (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Supplies & Materials (-)	\$13,113.76	\$51,978.56	\$272,500.00	\$220,521.44	19.1%
Capital Expenditures (-)	\$0.00	\$1,061.78	\$8,000.00	\$6,938.22	13.3%
Other Objects (-)	\$0.00	\$752.50	\$1,500.00	\$747.50	50.2%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,500.00	\$4,500.00	0.0%
Sub-total : FOOD SERVICES	(\$40,653.06)	(\$157,412.00)	(\$624,761.00)	(\$467,349.00)	25.2%
INTERNAL SERVICES					
Purchased Services (-)	\$7,232.50	\$14,769.86	\$30,600.00	\$15,830.14	48.3%
Supplies & Materials (-)	\$0.00	\$496.90	\$1,500.00	\$1,003.10	33.1%
Sub-total : INTERNAL SERVICES	(\$7,232.50)	(\$15,266.76)	(\$32,100.00)	(\$16,833.24)	47.6%
INFORMATION SERVICES					
Salaries (-)	\$7,249.30	\$39,871.15	\$94,241.00	\$54,369.85	42.3%
Employee Benefits (-)	\$2,163.36	\$11,546.68	\$26,149.00	\$14,602.32	44.2%
Purchased Services (-)	\$32.53	\$14,960.01	\$37,000.00	\$22,039.99	40.4%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Supplies & Materials (-)	\$0.00	\$136.50	\$6,000.00	\$5,863.50	2.3%
Other Objects (-)	\$0.00	\$920.52	\$1,500.00	\$579.48	61.4%
Sub-total : INFORMATION SERVICES	(\$9,445.19)	(\$67,434.86)	(\$164,890.00)	(\$97,455.14)	40.9%
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$39,573.50	\$181,343.89	\$457,319.00	\$275,975.11	39.7%
Employee Benefits (-)	\$12,974.32	\$56,745.12	\$151,650.00	\$94,904.88	37.4%
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	(\$52,547.82)	(\$238,089.01)	(\$610,969.00)	(\$372,879.99)	39.0%
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 (-)	\$14,450.00	\$14,450.00	\$44,500.00	\$30,050.00	32.5%
Other Objects (-)	\$929,347.39	\$987,807.21	\$2,473,000.00	\$1,485,192.79	39.9%
Sub-total : PAYMENTS TO OTHER LEAs	(\$943,797.39)	(\$1,002,257.21)	(\$2,517,500.00)	(\$1,515,242.79)	39.8%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	\$0.00	\$0.00	\$698,548.00	\$698,548.00	0.0%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	\$0.00	(\$698,548.00)	(\$698,548.00)	0.0%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$0.00	\$1,120,000.00	\$1,120,000.00	0.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	\$0.00	(\$1,120,000.00)	(\$1,120,000.00)	0.0%
DEBT SERVICE - OTHER					
Debt Service Fees (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : DEBT SERVICE - OTHER	\$0.00	\$0.00	(\$2,500.00)	(\$2,500.00)	0.0%
Total : EXPENDITURES	(\$2,757,235.40)	(\$10,643,491.73)	(\$32,471,248.00)	(\$21,827,756.27)	32.8%
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

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Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
NET INCREASE (DECREASE)	(\$2,207,819.60)	\$2,523,225.98	(\$2,917,627.00)	(\$5,440,852.98)	86.5%

End of Report

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022

Range To Date

Year To Date

Encumbrance

Budget Balance

10 - EDUCATIONAL

0 - EXPENDITURES

1100 - REGULAR K-12 PROGRAMS

100 - SALARIES	\$7,769,901.00	\$592,561.20	\$2,051,843.12	\$5,466,696.28	\$251,361.60
200 - EMPLOYEE BENEFITS	\$1,188,398.00	\$93,522.24	\$278,966.06	\$791,997.39	\$117,434.55
300 - PURCHASED SERVICES	\$241,500.00	\$13,225.32	\$110,841.33	\$10,278.08	\$120,380.59
400 - SUPPLIES & MATERIALS	\$650,345.00	\$18,317.81	\$243,112.01	\$15,881.12	\$391,351.87
500 - CAPITAL OUTLAY	\$192,500.00	\$2,807.27	\$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	\$7,648.91	\$44,330.83	\$198.00	\$52,471.17
800 - TERMINATION/VACATION PAYMENTS	\$405,933.00	\$28,232.95	\$118,288.18	\$73,027.58	\$214,617.24

1125 - PRE-K PROGRAMS

100 - SALARIES	\$218,560.00	\$16,788.38	\$58,759.33	\$159,489.62	\$311.05
200 - EMPLOYEE BENEFITS	\$66,354.00	\$4,516.84	\$13,656.56	\$40,388.45	\$12,308.99
400 - SUPPLIES & MATERIALS	\$3,800.00	\$134.65	\$952.72	\$19.30	\$2,827.98
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	\$311,843.08	\$833,516.68	\$131,614.24
200 - EMPLOYEE BENEFITS	\$295,770.00	\$18,988.70	\$56,605.35	\$162,892.00	\$76,272.65
300 - PURCHASED SERVICES	\$500.00	\$299.99	\$299.99	\$0.00	\$200.01
400 - SUPPLIES & MATERIALS	\$4,200.00	\$17.66	\$442.41	\$810.50	\$2,947.09
500 - CAPITAL OUTLAY	\$8,000.00	\$3,970.25	\$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	\$2,173.60	\$4,339.08	\$0.00	(\$1,339.08)

1250 - REMEDIAL & SUPPLEMENTAL K-12

100 - SALARIES	\$569,777.00	\$43,828.98	\$153,401.43	\$416,375.57	\$0.00
200 - EMPLOYEE BENEFITS	\$81,656.00	\$6,539.64	\$20,076.12	\$59,313.96	\$2,265.92
300 - PURCHASED SERVICES	\$45,303.00	\$0.00	\$45,276.56	\$0.00	\$26.44
400 - SUPPLIES & MATERIALS	\$13,900.00	\$63.15	\$7,402.35	\$0.00	\$6,497.65

1500 - INTERSCHOLASTIC PROGRAMS

100 - SALARIES	\$90,000.00	\$238.88	\$597.20	\$41,214.99	\$48,187.81
200 - EMPLOYEE BENEFITS	\$1,240.00	\$2.98	\$7.45	\$390.39	\$842.16
400 - SUPPLIES & MATERIALS	\$1,500.00	\$490.00	\$490.00	\$2,119.60	(\$1,109.60)
500 - CAPITAL OUTLAY	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00

200

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
600 - OTHER OBJECTS	\$3,700.00	\$0.00	\$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	\$87,124.17	\$236,479.83	(\$9,144.00)
200 - EMPLOYEE BENEFITS	\$64,606.00	\$3,497.04	\$9,338.98	\$31,666.28	\$23,600.74
400 - SUPPLIES & MATERIALS	\$3,500.00	\$599.07	\$890.42	\$861.20	\$1,748.38
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$670,884.00	\$51,271.36	\$178,206.82	\$478,807.36	\$13,869.82
200 - EMPLOYEE BENEFITS	\$87,803.00	\$6,969.96	\$21,110.09	\$62,340.60	\$4,352.31
300 - PURCHASED SERVICES	\$1,950.00	\$0.00	\$1,800.00	\$0.00	\$150.00
400 - SUPPLIES & MATERIALS	\$18,600.00	\$0.00	\$2,693.88	\$0.00	\$15,906.12
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$392,546.00	\$30,195.86	\$105,685.51	\$286,860.49	\$0.00
200 - EMPLOYEE BENEFITS	\$25,044.00	\$1,941.83	\$6,059.41	\$17,710.39	\$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	\$12,426.56	\$50,233.21	\$99,192.70	\$41,627.09
200 - EMPLOYEE BENEFITS	\$45,132.00	\$2,947.17	\$9,282.92	\$24,872.26	\$10,976.82
300 - PURCHASED SERVICES	\$1,500.00	\$4,528.00	\$6,703.00	\$0.00	(\$5,203.00)
400 - SUPPLIES & MATERIALS	\$20,940.00	\$650.37	\$3,104.82	\$0.00	\$17,835.18
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	\$46,904.62	\$127,312.38	(\$17,717.00)
200 - EMPLOYEE BENEFITS	\$34,871.00	\$2,730.72	\$8,295.47	\$24,679.78	\$1,895.75
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	\$71,304.24	\$193,539.96	\$16,491.80
200 - EMPLOYEE BENEFITS	\$32,858.00	\$2,869.81	\$8,763.75	\$25,734.41	(\$1,640.16)
400 - SUPPLIES & MATERIALS	\$900.00	\$11.99	\$1,317.63	\$0.00	(\$417.63)

201

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022

Range To Date

Year To Date

Encumbrance

Budget Balance

2190 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$125,979.00	\$9,384.73	\$26,074.50	\$15,208.78	\$84,695.72
200 - EMPLOYEE BENEFITS	\$987.00	\$29.26	\$86.98	\$117.31	\$782.71
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$432,388.00	\$27,769.26	\$161,388.51	\$204,865.51	\$66,133.98
200 - EMPLOYEE BENEFITS	\$45,017.00	\$3,077.54	\$18,000.05	\$21,805.05	\$5,211.90
300 - PURCHASED SERVICES	\$63,793.00	\$3,498.59	\$25,641.07	\$0.00	\$38,151.93
400 - SUPPLIES & MATERIALS	\$3,500.00	\$174.81	\$1,150.55	\$0.00	\$2,349.45
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$1,759.58	\$0.00	\$40.42
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$263,415.00	\$20,262.72	\$70,919.52	\$192,495.48	\$0.00
200 - EMPLOYEE BENEFITS	\$26,965.00	\$2,139.42	\$6,575.28	\$19,411.80	\$977.92
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$9,800.00	\$390.63	\$3,210.05	\$3,054.67	\$3,535.28
2230 - ASSESSMENT & TESTING					
300 - PURCHASED SERVICES	\$14,525.00	\$0.00	\$14,525.00	\$0.00	\$0.00
2310 - BOARD OF EDUCATION					
200 - EMPLOYEE BENEFITS	\$70,000.00	\$4,785.90	\$45,085.58	\$0.00	\$24,914.42
300 - PURCHASED SERVICES	\$218,900.00	\$7,430.66	\$72,305.00	\$0.00	\$146,595.00
400 - SUPPLIES & MATERIALS	\$2,500.00	\$38.68	\$575.53	\$0.00	\$1,924.47
600 - OTHER OBJECTS	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
2320 - SUPERINTENDENT					
100 - SALARIES	\$269,918.00	\$20,762.88	\$114,195.84	\$155,721.58	\$0.58
200 - EMPLOYEE BENEFITS	\$31,936.00	\$2,504.12	\$12,772.14	\$17,780.38	\$1,383.48
300 - PURCHASED SERVICES	\$3,900.00	\$100.00	\$100.00	\$0.00	\$3,800.00
400 - SUPPLIES & MATERIALS	\$2,000.00	\$83.58	\$176.07	\$0.00	\$1,823.93
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
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
100 - SALARIES	\$141,962.00	\$10,919.98	\$60,059.89	\$81,899.92	\$2.19
200 - EMPLOYEE BENEFITS	\$37,266.00	\$3,047.74	\$15,351.23	\$21,451.95	\$462.82
2410 - PRINCIPAL					
100 - SALARIES	\$689,545.00	\$53,731.79	\$291,988.40	\$402,915.82	(\$5,359.22)

202

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$164,753.00	\$13,945.60	\$68,679.91	\$98,142.78	(\$2,069.69)
300 - PURCHASED SERVICES	\$5,100.00	\$400.42	\$1,141.66	\$0.00	\$3,958.34
400 - SUPPLIES & MATERIALS	\$4,200.00	\$14.99	\$169.81	\$0.00	\$4,030.19
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,400.00	\$0.00	\$50.00	\$0.00	\$2,350.00
800 - TERMINATION/VACATION PAYMENTS	\$9,961.00	\$0.00	\$9,960.99	\$0.00	\$0.01
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
100 - SALARIES	\$182,968.00	\$14,074.40	\$77,409.20	\$105,557.82	\$0.98
200 - EMPLOYEE BENEFITS	\$28,511.00	\$2,284.67	\$11,593.86	\$16,163.19	\$753.95
600 - OTHER OBJECTS	\$1,400.00	\$1,170.00	\$1,298.30	\$0.00	\$101.70
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
2520 - FISCAL SERVICES					
100 - SALARIES	\$220,030.00	\$16,886.30	\$92,553.35	\$126,647.35	\$829.30
200 - EMPLOYEE BENEFITS	\$49,622.00	\$3,232.74	\$16,188.07	\$22,654.51	\$10,779.42
300 - PURCHASED SERVICES	\$105,500.00	\$1,818.50	\$3,181.17	\$0.00	\$102,318.83
400 - SUPPLIES & MATERIALS	\$5,000.00	\$762.66	\$2,999.89	\$0.00	\$2,000.11
600 - OTHER OBJECTS	\$20,000.00	\$2,623.11	\$8,918.39	\$0.00	\$11,081.61
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$238.25	\$0.00	\$761.75
2560 - FOOD SERVICES					
100 - SALARIES	\$235,394.00	\$19,170.44	\$74,218.65	\$135,110.09	\$26,065.26
200 - EMPLOYEE BENEFITS	\$58,080.00	\$4,796.76	\$15,409.07	\$42,196.19	\$474.74
300 - PURCHASED SERVICES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
400 - SUPPLIES & MATERIALS	\$272,500.00	\$13,113.76	\$51,978.56	\$0.00	\$220,521.44
500 - CAPITAL OUTLAY	\$8,000.00	\$0.00	\$1,061.78	\$0.00	\$6,938.22
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$752.50	\$0.00	\$747.50
700 - NON-CAPITAL EQUIPMENT	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00
2570 - INTERNAL SERVICES					
300 - PURCHASED SERVICES	\$30,600.00	\$7,232.50	\$14,769.86	\$0.00	\$15,830.14
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$496.90	\$0.00	\$1,003.10
2630 - INFORMATION SERVICES					
100 - SALARIES	\$94,241.00	\$7,249.30	\$39,871.15	\$54,369.65	\$0.20
200 - EMPLOYEE BENEFITS	\$8,478.00	\$724.36	\$3,632.18	\$5,080.90	(\$235.08)
300 - PURCHASED SERVICES	\$37,000.00	\$32.53	\$14,960.01	\$0.00	\$22,039.99
400 - SUPPLIES & MATERIALS	\$6,000.00	\$0.00	\$136.50	\$400.00	\$5,463.50
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$920.52	\$0.00	\$579.48

203

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

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☒ 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	\$39,573.50	\$181,343.89	\$279,741.78	(\$3,766.67)
200 - EMPLOYEE BENEFITS	\$85,386.00	\$7,534.44	\$29,389.25	\$36,775.77	\$19,220.98
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	\$14,450.00	\$14,450.00	\$0.00	\$30,050.00
600 - OTHER OBJECTS	\$2,473,000.00	\$929,347.39	\$987,807.21	\$0.00	\$1,485,192.79
10 - EDUCATIONAL Total:	\$22,737,974.00	\$2,394,086.40	\$6,939,638.97	\$11,747,248.31	\$4,051,086.72

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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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	\$38,072.26	\$206,971.45	\$264,178.33	\$38,367.22
200 - EMPLOYEE BENEFITS	\$72,183.00	\$6,016.95	\$30,136.15	\$42,170.05	(\$123.20)
300 - PURCHASED SERVICES	\$957,675.00	\$66,279.88	\$458,740.95	\$17,890.58	\$481,043.47
400 - SUPPLIES & MATERIALS	\$498,650.00	\$32,856.82	\$182,896.97	\$12,035.87	\$303,717.16
500 - CAPITAL OUTLAY	\$254,000.00	\$11,141.50	\$46,441.34	\$26,013.25	\$181,545.41
600 - OTHER OBJECTS	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
700 - NON-CAPITAL EQUIPMENT	\$18,000.00	\$235.00	\$1,579.40	\$0.00	\$16,420.60
20 - OPERATIONS & MAINTENANCE Total:	\$2,311,775.00	\$154,602.41	\$926,766.26	\$362,288.08	\$1,022,720.66

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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Account Type: EXPENDITURE

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☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022

Range To Date

Year To Date

Encumbrance

Budget Balance

30 - DEBT SERVICE

0 - EXPENDITURES

5140 - DEBT SERVICE - INTEREST PAYMENTS

600 - OTHER OBJECTS

\$698,548.00

\$0.00

\$0.00

\$0.00

\$698,548.00

5200 - INTEREST ON BONDS OUTSTANDING

600 - OTHER OBJECTS

\$1,120,000.00

\$0.00

\$0.00

\$0.00

\$1,120,000.00

5400 - DEBT SERVICE LEASES

600 - OTHER OBJECTS

\$2,500.00

\$0.00

\$0.00

\$0.00

\$2,500.00

30 - DEBT SERVICE Total:

\$1,821,048.00

\$0.00

\$0.00

\$0.00

\$1,821,048.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022

Range To Date

Year To Date

Encumbrance

Budget Balance

40 - TRANSPORTATION

0 - EXPENDITURES

2550 - PUPIL TRANSPORTATION

300 - PURCHASED SERVICES

\$1,285,000.00

\$138,730.04

\$395,717.03

\$0.00

\$889,282.97

40 - TRANSPORTATION Total:

\$1,285,000.00

\$138,730.04

\$395,717.03

\$0.00

\$889,282.97

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

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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	\$342.93	\$1,404.79	\$442.02	\$595.19
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$5,499.00	\$461.94	\$1,616.79	\$7,949.20	(\$4,066.99)
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$45,056.00	\$2,785.91	\$9,433.77	\$21,110.28	\$14,511.95
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,110.00	\$0.00	\$0.00	\$857.64	\$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	\$32.40	\$32.40	\$69.94	(\$102.34)
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$21,207.00	\$1,516.04	\$6,009.45	\$11,974.18	\$3,223.37
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$2,442.00	\$4.91	\$4.91	\$3.27	\$2,433.82
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$6,572.00	\$555.56	\$3,055.58	\$4,115.94	(\$599.52)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$1,975.00	\$166.90	\$917.95	\$1,236.49	(\$179.44)
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$16,893.00	\$1,512.34	\$7,886.45	\$11,195.67	(\$2,189.12)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$24,424.00	\$2,060.14	\$11,291.57	\$15,262.78	(\$2,130.35)
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$56,557.00	\$4,640.10	\$25,224.62	\$31,783.22	(\$450.84)
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$25,276.00	\$2,252.21	\$8,784.06	\$16,212.00	\$279.94
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$10,461.00	\$884.42	\$4,864.31	\$6,552.31	(\$955.62)
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$38,260.00	\$3,332.62	\$16,895.17	\$22,644.78	(\$1,279.95)
51 - IMRF Total:	\$258,174.00	\$20,548.42	\$97,773.66	\$151,409.72	\$8,990.62

208

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

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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	\$8,814.64	\$30,696.37	\$73,643.42	\$15,421.21
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1125 - PRE-K PROGRAMS

200 - EMPLOYEE BENEFITS	\$6,242.00	\$330.20	\$1,214.34	\$5,025.73	\$1.93
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1200 - SPECIAL ED PROGRAMS K-12

200 - EMPLOYEE BENEFITS	\$43,684.00	\$2,404.60	\$8,404.64	\$19,993.56	\$15,285.80
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1250 - REMEDIAL & SUPPLEMENTAL K-12

200 - EMPLOYEE BENEFITS	\$8,262.00	\$601.46	\$2,122.68	\$5,731.95	\$407.37
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1500 - INTERSCHOLASTIC PROGRAMS

200 - EMPLOYEE BENEFITS	\$1,925.00	\$3.46	\$8.65	\$1,217.67	\$698.68
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1600 - SUMMER SCHOOL PROGRAMS

200 - EMPLOYEE BENEFITS	\$607.00	\$0.00	\$785.10	\$0.00	(\$178.10)
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1650 - GIFTED PROGRAMS

200 - EMPLOYEE BENEFITS	\$4,561.00	\$342.48	\$1,207.91	\$3,262.29	\$90.80
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1800 - BILINGUAL PROGRAMS

200 - EMPLOYEE BENEFITS	\$9,707.00	\$716.53	\$2,480.06	\$6,601.96	\$624.98
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2110 - ATTENDANCE & SOCIAL WORK

200 - EMPLOYEE BENEFITS	\$5,693.00	\$428.54	\$1,504.85	\$4,075.65	\$112.50
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2130 - HEALTH SERVICES

200 - EMPLOYEE BENEFITS	\$14,620.00	\$848.02	\$3,461.00	\$6,723.60	\$4,435.40
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2140 - PSYCHOLOGICAL SERVICES

200 - EMPLOYEE BENEFITS	\$2,270.00	\$179.60	\$636.59	\$1,712.21	(\$78.80)
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2150 - SPEECH PATHOLOGY & AUDIOLOGY

200 - EMPLOYEE BENEFITS	\$4,081.00	\$274.06	\$970.66	\$2,614.16	\$496.18
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2190 - OTHER SUPPORT SERVICES - PUPILS

200 - EMPLOYEE BENEFITS	\$7,062.00	\$570.83	\$1,559.63	\$609.22	\$4,893.15
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2210 - IMPROVEMENT OF INSTRUCTION

200 - EMPLOYEE BENEFITS	\$9,943.00	\$677.20	\$3,847.63	\$5,035.76	\$1,059.61
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2220 - EDUCATIONAL MEDIA

200 - EMPLOYEE BENEFITS	\$3,822.00	\$283.21	\$996.81	\$2,694.86	\$130.33
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2320 - SUPERINTENDENT

200 - EMPLOYEE BENEFITS	\$3,914.00	\$305.20	\$1,676.53	\$2,286.93	(\$49.46)
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2330 - ADMINISTRATIVE SERVICES SPECIAL ED

209

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

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FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$3,162.00	\$233.38	\$1,288.48	\$1,754.84	\$118.68
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$20,200.00	\$1,396.01	\$8,257.38	\$10,465.31	\$1,477.31
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,654.00	\$203.32	\$1,118.64	\$1,524.12	\$11.24
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$16,833.00	\$1,175.36	\$6,498.13	\$8,872.78	\$1,462.09
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$38,982.00	\$2,780.36	\$15,171.04	\$19,283.05	\$4,527.91
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$18,011.00	\$1,319.89	\$5,207.38	\$9,046.48	\$3,757.14
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$7,210.00	\$554.58	\$3,050.19	\$4,159.34	\$0.47
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$28,004.00	\$2,107.26	\$10,460.70	\$14,696.24	\$2,847.06
52 - SOCIAL SECURITY AND MEDICARE Total:	\$381,210.00	\$26,550.19	\$112,625.39	\$211,031.13	\$57,553.48

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022

Range To Date

Year To Date

Encumbrance

Budget Balance

60 - CAPITAL PROJECTS

0 - EXPENDITURES

2530 - FACILITY ACQUISITION & CONSTRUCTION

300 - PURCHASED SERVICES	\$123,076.00	\$305.54	\$34,671.98	\$0.00	\$88,404.02
500 - CAPITAL OUTLAY	\$1,165,358.00	\$22,412.40	\$384,428.02	\$0.00	\$780,929.98
60 - CAPITAL PROJECTS Total:	\$1,288,434.00	\$22,717.94	\$419,100.00	\$0.00	\$869,334.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022

Range To Date

Year To Date

Encumbrance

Budget Balance

80 - TORT IMMUNITY

0 - EXPENDITURES

2362 - WORKERS COMPENSATION INSURANCE

300 - PURCHASED SERVICES

\$94,000.00

\$0.00

\$0.00

\$0.00

\$94,000.00

2366 - JUDGMENTS/SETTLEMENTS

600 - OTHER OBJECTS

\$5,000.00

\$0.00

\$0.00

\$0.00

\$5,000.00

2371 - PROPERTY INSURANCE

300 - PURCHASED SERVICES

\$100,000.00

\$0.00

\$0.00

\$0.00

\$100,000.00

80 - TORT IMMUNITY Total:

\$199,000.00

\$0.00

\$0.00

\$0.00

\$199,000.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022

Range To Date

Year To Date

Encumbrance

Budget Balance

90 - FIRE PREVENTION & SAFETY

0 - EXPENDITURES

2530 - FACILITY ACQUISITION & CONSTRUCTION

300 - PURCHASED SERVICES

\$51,610.00

\$0.00

\$34,177.37

\$0.00

\$17,432.63

2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY

\$2,137,023.00

\$0.00

\$1,717,693.05

\$0.00

\$419,329.95

90 - FIRE PREVENTION & SAFETY Total:

\$2,188,633.00

\$0.00

\$1,751,870.42

\$0.00

\$436,762.58

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022

Range To Date

Year To Date

Encumbrance

Budget Balance

Grand Total:

\$32,471,248.00

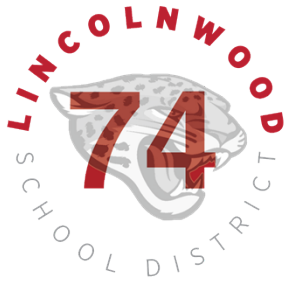
\$2,757,235.40

\$10,643,491.73

\$12,471,977.24

\$9,355,779.03

End of Report



Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: Rejection of All Administration/Rutledge Hall Roofing Bids

PREPARED BY: Courtney Whited

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

Bids for the Summer 2022 Administration Building/Rutledge Hall roofing project were received at 9:00 AM on Friday, December 17. There were eight (8) bidders of record; five (5) bids were received. A bid tabulation sheet is herein attached for review. The District's architecture firm, StudioGC, analyzed the bids and the qualifications of the bidders. The lowest, responsible, responsive bidder was DCG Roofing Solutions Inc. Their total bid amount was \$183,200. This includes contingency allowance monies in the amount of \$20,000. Contractors were also asked to provide pricing for one (1) alternate which was roof coating on the existing lower Administration roof. DCG Roofing quoted \$14,650.

The proposals came in higher than the anticipated amount of \$125,434. At the Facilities Committee meeting, it was determined the project could be deferred to package it with next year's Summer 2023 roofing work at Rutledge Hall to potentially take advantage of economies of scale.

Fiscal Impact:

Architect fees of \$6,568 paid thus far

Recommendation:

The Facilities Committee concurs with the Administration to recommend that the Board of Education reject all bids for the Summer 2022 Administration Building and Rutledge Hall Roofing project.



223 W. Jackson Blvd., Suite 1200
Fax: 312.253.3401
Chicago, IL 60606
Phone: 312.253.3400

January 19, 2022

Mrs. Courtney Whited
Business Manager/CSBO
Lincolnwood School District 74
6950 N. East Prairie Road
Lincolnwood, IL 60712

RE: 2022 Administration Roofing Renovations
Project No. 21092

Dear Mrs. Whited:

Bids for the above referenced project were received at 9:00 a.m. on Friday, December 17, 2021. There were eight (8) bidders of record; five (5) bids were received. A bid tabulation sheet is herein attached for your review.

We have analyzed the bids and the qualifications of the bidders and discussed the scope of this and future Master Facilities Plan projects with the Facilities Committee. We recommend that all bids for the 2022 Administration Roofing Renovations project be rejected and the scope be incorporated into a future project.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Athi Toufexis, AIA, ALEP, LEED-AP

Enclosure – Bid Tabulation

cc: Pat Callahan, AIA, ALEP, LEED-AP, StudioGC
Vicki Luczynski, StudioGC



223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
P: 312.253.3400

Client: Lincolnwood School District 74
Project Name: 2022 Administration Roofing Renovations

Project No.: 21092
Bid Date: Friday, December 17, 2021 @ 9:00 a.m.
Project Architect: Athi Toufexis

BID TAB WORKSHEET

Contractor	Total Bid Amount	Alternates	Addendum	Bid Bond	Remarks
		No. 1	No. 1		
A-1 Roofing 847-952-3600	NO BID				
Anthony Roofing 630-898-4444	NO BID				
Combined Roofing 630-271-4422	\$208,500.00	\$18,000.00	X	X	
DCG Roofing Solutions 815-644-8042	\$183,200.00	\$14,650.00	X	X	
L. Marshall 224-805-0144	\$196,000.00	\$17,000.00	X	X	
Riddiford Roofing 224-415-0241	\$199,250.00	\$33,700.00	X	X	
Seal Tight Roofing 708-546-7860	\$184,900.00	\$18,850.00	X	X	
Tori Construction 708-389-1530	NO BID				

Alt. No. 1: Provide non-fibered, asphalt based roof coating on existig roof at lower roof of Administration building.
Total Bid Amount includes \$20,000 contingency allowance



223 W. Jackson Blvd., Suite 1200
Fax: 312.253.3401
Chicago, IL 60606
Phone: 312.253.3400

January 4, 2022

Mrs. Courtney Whited
Business Manager/CSBO
Lincolnwood School District 74
6950 N. East Prairie Road
Lincolnwood, IL 60712

RE: 2022 Administration Roofing Renovations
Project No. 21092

Dear Mrs. Whited:

Bids for the above referenced project were received at 9:00 a.m. on Friday, December 17, 2021. There were eight (8) bidders of record; five (5) bids were received. A bid tabulation sheet is herein attached for your review.

We have analyzed the bids and the qualifications of the bidders and recommend that the contract for the 2022 Administration Roofing Renovations project be awarded to the lowest responsible, responsive bidder, **DCG Roofing Solutions Inc.** Their total bid amount is **\$183,200.00**. This includes contingency allowance monies in the amount of \$20,000.00 that will be returned to the school district if not used at the end of the project.

Contractors were also asked to provide pricing for one (1) alternate. DCG Roofing Solutions, Inc. provided the following prices:

Alternate No 1.

Description

State the amount to be ADDED to the Base Bid to provide roof coating on existing lower roof of Administration Building.
\$14,650.00

The Board may or may not choose to include this alternate with their bid. If the Board chooses to include the alternate, the total contract amount is \$197,850.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Athi Toufexis, AIA, LEED-AP

Enclosure – Bid Tabulation

cc: Pat Callahan, ALEP, AIA, LEED-AP, StudioGC
Vicki Luczynski, StudioGC

January 18, 2022 Facilities Committee Meeting

The Facilities Committee concurs with the Administration to recommend that the Board of Education reject the bid from DCG Roofing Solutions, Inc. for Summer 2022 Administration Building and Rutledge Hall Roofing with Alternate #1 in the amount of \$197,850.



223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
P: 312.253.3400

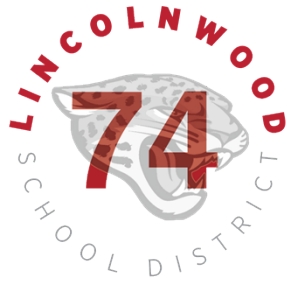
Client: Lincolnwood School District 74
Project Name: 2022 Administration Roofing Renovations

Project No.: 21092
Bid Date: Friday, December 17, 2021 @ 9:00 a.m.
Project Architect: Athi Toufexis

BID TAB WORKSHEET

Contractor	Total Bid Amount	Alternates	Addendum	Bid Bond	Remarks
		No. 1	No. 1		
A-1 Roofing 847-952-3600	NO BID				
Anthony Roofing 630-898-4444	NO BID				
Combined Roofing 630-271-4422	\$208,500.00	\$18,000.00	X	X	January 18, 2022 Facilities Committee Meeting The Facilities Committee concurs with the Administration to recommend that the Board of Education reject the bid from DCG Roofing Solutions, Inc. for Summer 2022 Administration Building and Rutledge Hall Roofing with Alternate #1 in the amount of \$197,850.
DCG Roofing Solutions 815-644-8042	\$183,200.00	\$14,650.00	X	X	
L. Marshall 224-805-0144	\$196,000.00	\$17,000.00	X	X	
Riddiford Roofing 224-415-0241	\$199,250.00	\$33,700.00	X	X	
Seal Tight Roofing 708-546-7860	\$184,900.00	\$18,850.00	X	X	
Tori Construction 708-389-1530	NO BID				

Alt. No. 1: Provide non-fibered, asphalt based roof coating on existig roof at lower roof of Administration building.
Total Bid Amount includes \$20,000 contingency allowance



Executive Summary Board of Education Meeting

DATE: February 3, 2022

TOPIC: Todd Hall and Rutledge Hall Mechanical Unit Bid Award

PREPARED BY: Courtney Whited

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

The SD74 Board of Education awarded the bid for the mechanical units to Thermosystems during the January 6, 2022 meeting. Days later, Thermosystems, LLC notified the District of a 36-week lead time on the units which falls outside of the project's scope. Therefore, Thermosystems, LLC is not able to adhere to the contract. The District is seeking the \$6,180 credit from Thermosystems' bid bond and is now awarding the contract to the second-place bidder, TEC, which is a company that can deliver the units on time for the project.

Fiscal Impact:

\$69,000 to TEC (\$80,000 - \$11,000 to remove services SD74 can perform "in-house")

Credit of \$6,180 from Thermosystems bid bond (originally awarded bid)

\$62,820 Net

Recommendation:

The Facilities Committee concurs with the Administration to recommend to the Board of Education to accept the proposal from TEC for the Mechanical Equipment Pre-Purchase for Todd Hall and Rutledge Hall in the amount of \$69,000 for construction work to commence on June 20, 2022 and complete for occupancy by August 5, 2022.



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighteenth day of January in the year Two Thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Lincolnwood School District 74
6950 N. East Prairie Road
Lincolnwood, IL 60712
Telephone Number: 847-675-8234
Fax Number: 847-675-4207

and the Contractor:
(Name, legal status, address and other information)

TEC Distribution LLC
17725 Volbrecht Road
Lansing, IL 60438
Telephone Number: 708-418-0900

for the following Project:
(Name, location and detailed description)

Mechanical Equipment Prepurchase
Todd Hall and Rutledge Hall

The Architect:
(Name, legal status, address and other information)

StudioGC, Inc.
223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
Telephone Number: 312-253-3400

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- June 20, 2022

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: July 29, 2022

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Thousand Dollars and Zero Cents (\$80,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item
N/A

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item
N/A

Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item
N/A

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Refer to Supplementary General Conditions

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurance and Bonds

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

With Owner approval, at Substantial Completion retainage may be reduced to 5%.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0.00% per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Kevin Daly
Lincolnwood School District 74
6950 N. East Prairie Road
Lincolnwood, IL 60712

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

David Yanow
TEC Distribution LLC
17725 Volbrecht Road
Lansing, IL 60438

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
Refer to Exhibit B	Drawing Index	1/4/22

- .6 Specifications

Section	Title	Date	Pages
Refer to Exhibit B	Table of Contents	11/18/21	1

- .7 Addenda, if any:

Number	Date	Pages
1	12/2/21	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title

Date

Pages

☒ [X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
007300	Supplementary General Conditions	11/18/21	15

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Documents including Project Manual, Drawings, and all Addenda associated with this project.
Contractor's Bid Proposal

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Kevin Daly, Board President
(Printed name and title)

CONTRACTOR (Signature)

David Yanow, Executive Vice President
(Printed name and title)

Init.

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Eighteenth day of January in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Lincolnwood School District 74
Mechanical Equipment Prepurchase

THE OWNER:
(Name, legal status and address)

Lincolnwood School District 74
6950 N. East Prairie Road
Lincolnwood, IL 60712

THE CONTRACTOR:
(Name, legal status and address)

TEC Distribution LLC
17725 Volbrecht Road
Lansing, IL 60438

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

Init.

- [] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

- [] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. **The certificates will show the Owner and the Architect as additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.**

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- [] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- [] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Contract Amount
Performance Bond	Contract amount

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

The Owner and the Architect shall be named as "Additional Insured" on the General Contractor and/or Subcontractor commercial general liability policy.



223 West Jackson Boulevard Suite 1200
Chicago, IL 60606
ph: 312.253.3400 fx: 312.253.3401

Project:

MECHANICAL EQUIPMENT PREPURCHASE

Project No.:

21089A

Subject:

EXHIBIT B

Date:

1.4.22

Sheet:

T1.00

EX-B

EXHIBIT B

SHEET NUMBER	SHEET NAME
T1.00	TITLE SHEET
MECHANICAL	
M000	MECHANICAL COVERSHEET

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LINCOLNWOOD SCHOOL DISTRICT 74
MECHANICAL EQUIPMENT PREPURCHASE

PROJ. NO. 21089A

SECTION 004113 – BID FORM

NAME: TEC Distribution LLC
ADDRESS: 17725 Volbrecht Road
CITY: Lansing, IL ZIP: 60438
PHONE: (708)-418-0900 FAX: ()-

TO: Lincolnwood School District 74
6950 N. East Prairie Road
Lincolnwood, IL 60712

Attn: Mrs. Courtney Whited

1. BASE BID

The Undersigned, having inspected the construction documents and having familiarized themselves with the conditions likely to be encountered affecting the cost and schedule of the Work, and having thoroughly familiarized themselves with the Bidding Documents; hereby proposes to provide all material, equipment, transportation, supervision, and services required for the proper execution of the entire Work required, in strict accordance with the Contract Documents for the **Mechanical Equipment Prepurchase for Todd Hall and Rutledge Hall** prepared by StudioGC for the Base Bid Sum, plus any allowances, for the Total Bid Amount listed below:

Base Bid: \$ 69,000
Manufacturer: Carrier No Allowance + \$ 11,000 for 1st YR maintenance
TOTAL BID AMOUNT: \$ 80,000
eighty thousand and 00/100 Dollars

and, if this proposal is accepted, agrees to execute a formal Contract subject to modifications as may be exercised by the Owner under alternate proposals.

2. ALTERNATE PROPOSALS

a. No Alternates

3. UNIT PRICES:

a. No Unit Prices

4. UNDERSTANDING: The Undersigned in submitting this proposal agrees to the following:

- a. Not to withdraw their proposal for a period of 60 days after the date of the Bid Opening.
- b. To enter into and execute a Contract, if same is awarded to them on the basis of this Proposal, and to furnish Contract Bonds, within five days of a written "Notice of Award".
- c. To construct the Work in accordance with the intent of the Contract documents.

- d. That the owner reserves the right to reject any and all Bids and to waive irregularities in the Bidding, and to award the contract in its best interest.
 - e. That any alterations to this Bid Form will result in disqualification of the Bid.
5. **CONTRACT DOCUMENTS:** The Undersigned acknowledges the following documents as the basis for their proposal:
- a. Instructions to Bidders.
 - b. Agreement: AIA Document A101, 2017 Edition by reference.
 - c. The General Conditions of the Contract for Construction, AIA Form A201, 2017 Edition by reference.
 - d. Supplementary General Conditions.
 - e. Project Manual dated November 18, 2021 including all Divisions and Sections of the Specifications.
 - f. Drawings indexed on Sheet T-1 of the Drawings, all dated November 18, 2021.
 - g. Addenda: The undersigned further acknowledges receipt of Addenda as listed below and represents that any additions to, modifications of, or deletions from the Work specified, as called for in these Addenda, are included in the Base Bid Sum and the Alternates.

<u>ADDENDUM NO.</u>	<u>DATE</u>
<u>1</u>	<u>Dec 2, 2021</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(NOTE: If no Addenda have been received, write "NONE".)

6. **BID SECURITY:** The undersigned shall attach to this Form of Proposal a Bid Bond, in an amount not less than 10% of the Base Bid amount, payable to the Board of Education, Lincolnwood School District 74 which is agreed will be forfeited to the Board of Education if the undersigned fails to execute the Standard Form of Owner/Contractor Agreement (AIA Document A101, 2017 Edition), as modified herein as modified herein by the Supplementary Conditions and General Conditions of the Contract for Construction (AIA Document A201, 2017 edition), as modified herein by the Supplementary Conditions, and which is hereby made a part of this Contract Document by reference, and furnish evidence of their ability to become bonded and provide insurance coverage as specified, within five days after Owner's notification of the intent to award the contract to the undersigned.
7. In signing and submitting this bid, the undersigned certifies that all materials and construction to be provided are as specified in the proposed Contract Documents.
8. **TIME OF COMPLETION:** If awarded the Contract for Construction, the Bidder agrees to complete all work for the Owner's occupancy on or before the following dates:
- a. Commence Construction Work on site: June 20, 2022
 - b. Final Completion of Work: August 5, 2022
9. **TAX EXEMPTION:** The Owner is exempt from the Illinois Retailer's Occupation Tax and Use Tax (Sales Tax). The Bidder shall exclude such taxes from consideration in preparing their bid.
10. **ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER**
- a. The Undersigned hereby designates the address given below as the legal address to which all notices, directions, or other communications may be served or mailed.

Name of Firm or Joint Venture: TEC Distribution LLC

Street Address: 17725 Volbrecht Road

LINCOLNWOOD SCHOOL DISTRICT 74
MECHANICAL EQUIPMENT PREPURCHASE

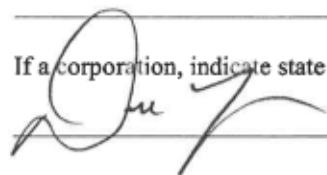
PROJ. NO. 21089A

City: Lansing
State: IL
Zip: 60438
Telephone: 708-418-0900

b. The Undersigned hereby declares that the Bidder has the legal status indicated below.

1) If a partnership, give full names of all partners:

2) If a corporation, indicate state in which incorporated:

 Executive Vice President

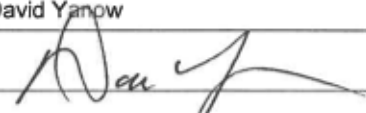
Affix Seal



c. The Undersigned hereby affirms that they are qualified to do business in the State of Illinois.

d. Signatures:

1) Individual, partnership or corporation:

Name: David Yanow
By: 
Title: Executive Vice President

2) Parties to Joint Venture:

Name: _____
By: _____
Title: _____
Address: _____

BIDDER'S REQUIRED BID DOCUMENTS CHECKLIST

All Bidders must submit this form, completed in its entirety and signed, with their bid.

Below is a list of all documents and attachments which must be included with a bid in order for the bid to be considered a complete bid. Bidders must check boxes to indicate each item has been included with this bid.

- ☐ 004113 – Bid Form, including all attachments listed below:
 - ☐ Bidder's Required Bid Documents Checklist
 - ☐ Bidder's Responsibility Information
 - ☐ Financial reports for the two consecutive, most recently available years.
- ☐ 004325 – Substitutions
- ☐ 004519 - Non-Collusion Affidavit
- ☐ 004521 - Bidder Eligibility Certificate
- ☐ Documentation that Contractor's Insurance Rating is 1.0 or less.
- ☐ Letter from President of the Company certifying absence of any filings for protection from creditors under federal bankruptcy laws and/or placement under receivership or similar restrictions in the last five years.
- ☐ Letter from President of the Company certifying absence of contracts terminated by Owner for non-performance in the past five years, except where not due to the material fault of the Bidder.
- ☐ Letter from bonding company certifying absence of claims on Bidder's bond in the past five years, except where not due to the material fault of the Bidder.
- ☐ Completed AIA Document A305, Contractor's Qualification Statement.

Signature:

Name: David Yanow

By: 

Title: Executive Vice President

THIS FORM MUST BE SUBMITTED WITH BID

BIDDER'S RESPONSIBILITY INFORMATION

Information required to be submitted with bid to facilitate application of Bidder Responsibility Criteria:

1. Date of establishment of current form of business organization: 4-9-21
2. Type of current form of business organization: Corporation
3. State of registration of current form of business organization: IL
4. Enclose with this form independently prepared financial reports for the two consecutive, most recently available years.
5. Case, caption, number and court for any bankruptcy, receivership or similar proceeding involving the bidder other than solely as a claimant:
NA
6. List contracts terminated by owner for non-performance within the past five years of this project's bid date, and the name, address, and telephone number of Owner's representative under all such contracts:
NA
7. List contracts on which a claim against the bidder's bond was made within the past five years of this project's bid date, and the name, address, and telephone number of owner's representative under all such contracts.
NA

THIS FORM MUST BE SUBMITTED WITH BID

END OF SECTION 004113

SECTION 004325 – SUBSTITUTIONS

All bids shall be based upon the Contractor providing materials and equipment as required by the proposed Contract Documents.

Bidders desiring to propose substitutions for acceptable manufacturers, suppliers, materials and/or equipment indicated within the specifications shall list below such proposed substitutions, along with the amount to be added or deducted from the lump sum base bid should the Owner decide to accept such proposed substitutions.

The Owner reserves the right to reject any and all such proposed substitutions.

Proposed substitutions will not be used to determine the low bid.

In order to receive consideration, each proposed substitution shall be accompanied by complete technical data and written description of material or product, including effect on the construction schedule.

Note: Manufacturers, suppliers, materials and/or equipment approved by the Architect prior to the scheduled time for receipt of Bids, but not indicated in Addenda, must be listed below if said change from the specification requirements is to be considered.

<u>ITEM SPECIFIED</u>	<u>PROPOSED SUBSTITUTION</u>	<u>ADD</u>	<u>DEDUCT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Bidder: TEC Distribution LLC

Date: December 2, 2021

END OF SECTION 004325

SECTION 004519 – NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

(If an Individual)

Signature of Bidder _____ (Seal)

Business Address _____

(If a Partnership)

Firm Name _____ (Seal)

By _____

Business Addresses _____ ()

of all Partners _____ ()

of the Firm _____ ()

(If a Corporation)

Corporate Name TEC Distribution LLC

By David Yanow, Executive Vice President

Business Address 17725 Volbrecht Road

Lansing, IL 60438

(Corporate Seal)

Name of Officers: (President) Raymond Mungo
(Secretary) David Yanow
(Treasurer) _____

Attest: David Yanow
(Secretary)



Name of Bidder TEC Distribution LLC

Date 12/02/2021

END OF SECTION 004519

SECTION 004521 – BIDDER ELIGIBILITY CERTIFICATE

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be completed, signed and submitted with the Bidder's Form of Proposal.
FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

TEC Distribution LLC
(Firm Name of Contractor), as part of its bid on a contract for

**LINCOLNWOOD SCHOOL DISTRICT 74
MECHANICAL EQUIPMENT PREPURCHASE**

certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

Firm Name: TEC Distribution LLC

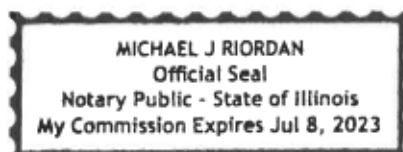
By: David Yanow (Typed or printed name)
(Authorized Agent of Contractor)

(Signature)

Executive Vice President
(Title)

Subscribed and sworn to
before me on this 2nd day
of December, 2021.

(Signature)
(Notary Public)



END OF SECTION 004521



TEMPERATURE EQUIPMENT CORP.
17725 Volbrecht Rd.
Lansing, IL 60438
(P) (773) 366-9653

Proposal

Project Name: Lincolnwood SD74

Bid Date: 12/02/2021

Location: Lincolnwood, IL 60438

Expiration Date: 01/01/2022

Attention:

Proposal Number: 1221PMCM0347

LADIES & GENTLEMEN: We propose to furnish the equipment listed below at prices stated and in accordance with the terms, price and conditions that are attached to and are a part of this quotation.

Drawing Date: 11/18/21 **Pre-purchase**

Mark For	Qty	Model Number	Description
RTU-1	1	48GCRN05A3M5-2WDC0	WeatherMaster Gas/Electric Rooftop The following items are included: <ul style="list-style-type: none">• Refrigerant Options: Two-Stage Cooling/Humidimizer• Voltage: 208-230/3/60
RTU-2	1	48GCRN04A2M5-2WDC0	WeatherMaster Gas/Electric Rooftop The following items are included: <ul style="list-style-type: none">• Refrigerant Options: Two-Stage Cooling/Humidimizer• Voltage: 208-230/3/60
RTU-3,4	2	48GCRN06A2M5-2WDC0	WeatherMaster Gas/Electric Rooftop The following items are included: <ul style="list-style-type: none">• Refrigerant Options: Two-Stage Cooling/Humidimizer• Voltage: 208-230/3/60

Carrier 48 series gas-electric rooftop heating & cooling unit complete with gas-fired heating element, electronic spark ignition, redundant gas valves, aluminum coated steel burners, compressor-motor assembly, condenser coil, condenser fan, indoor fan and motor, direct expansion cooling coil, weatherproof cabinet. Unit is AGA approved and ARI rated. (48T Series units comply with efficiency requirements of ASHRAE 90.1) Refer to current catalog for specific requirements.

In addition the following items are included:

1. Return air filter rack and 2" TA filters
2. Corrosion resistant sloped drain pan complying with ASHRAE 62
3. First year parts and labor warranty
4. 5 year compressor parts warranty
5. 10 year heat exchanger parts warranty
6. Enthalpy ultra-low leak economizer w/ fault detection
7. Louvered hail guards
8. Un-powered convenience outlets
9. Non-fused disconnect
10. Foil face insulation
11. BACnet BAS integration w/ start-up assistance
12. Humidimizer multi-stage dehumidification system
13. Stainless steel heat exchanger
14. Modulating gas heat control

In addition the following items are included for field installation by the Contractor:

1. Wall mount temp and humidity combo sensor
2. Power exhaust

Among the items not included:

1. **In-warranty labor**
2. Labor to install
3. Electrical work including wiring
4. Rigging, carting or painting
5. Any piping or accessories except as noted above
6. Any ductwork nor transitions
7. **Curb adapter not required for Carrier transition to existing Carrier RTUs**

Pricing

Carrier Rooftop Equipment Total Price \$69,000
Add for first year maintenance agreement, 6 visits per spec.....\$11,000

Please note the following clarifications in this proposal:

- AMONG THE ITEMS NOT INCLUDED UNLESS SPECIFICALLY INCLUDED ABOVE:
- Labor to Install
- Refrigerant Specialties
- In Warranty Labor
- Piping System
- Equipment Start up & Supervision
- Air Distribution System
- Electrical work including disconnects
- Local and Chicago Code Requirements
- Controls
- State or Local Taxes
- Filters
- Warranty Service
- NOTES:
- Above price is firm and will remain in effect for 30 days.
- No permits included in above proposal.
- All orders subject to credit approval and acceptance by TEC Management.
- Equipment is manufactured under strict manufacturer standards and the National Electrical Code requirements.
- Compliance to local codes neither guaranteed nor implied.
- Illinois code requires an IECC 2018 compliant system. If the contractor or end user chooses to purchase a non-compliant IECC 2018 unit; TEC will not be held responsible if the job is flagged with a non-compliant system.

Submitted By:

PHILLIP MCMASTER
TEMPERATURE EQUIPMENT CORP.
pmmaster@tecmungo.com

TEMPERATURE EQUIPMENT CORPORATION ("T.E.C." or "Seller")
STANDARD TERMS & CONDITIONS

1. T.E.C. and Customer agree that the Standard Terms & Conditions set forth below shall apply to all sales of goods and services by Seller to Customer and shall be deemed incorporated into any agreement between Seller and Customer now existing or hereafter arising or created, including any quotation issued by T.E.C. ("Quotation"); provided, however, in the event of a conflict between the terms of these Standard Terms & Conditions and the terms of a separate agreement or Quotation between Seller and Customer, the terms of such other agreement or Quotation shall control. Except as modified by such other agreement or Quotation, these Standard Terms & Conditions shall remain in full force and effect and binding on Seller and Customer. Acceptance of any Quotation is limited to the terms thereof. Any Quotation or other proposal from Seller to sell the goods and/or services described therein or in the attachments thereto is subject to these Standard Terms and Conditions, and subject to Seller's credit approval of Customer and is expressly limited to acceptance by Customer of the terms and conditions therein and herein. These Standard Terms & Conditions together with such accepted Quotation and any other proposal or agreement shall constitute the terms of the agreement between T.E.C. and Customer (collectively, the "Agreement"). No modification, change, renunciation or waiver by Seller of any term or condition or of any of Seller's rights or remedies shall be binding on Seller, nor shall this Agreement be changed by Customer, unless in each instance Seller in advance shall have expressly consented thereto in writing by Seller's authorized officer, and any purported oral or other consent shall be null and void, there being no representations, agreements, promises or understandings between Customer and Seller that are not expressed herein. Seller hereby objects to all conflicting terms in any document or purchase order issued by Customer, and Seller's failure to object to provisions contained in any purchase order or other communication from Customer shall not be construed as a waiver of these Standard Terms & Conditions, nor an acceptance of any such provisions.
2. Prices are subject to change without notice and do not include any applicable taxes or freight charges unless otherwise stated. Estimated prices are only for work according to original specifications. Unless otherwise specified, **payment terms are 1% 10 prox net 30**. T.E.C. reserves the right to add a service charge of 2% of the principal amount due at the end of each month to any account outstanding for more than 60 days. T.E.C. may alter payment terms at any time based on Customer's financial condition, including demanding full or partial payment in advance, or the provision or other security or guaranties, and may exercise all other lawful remedies, including deferring delivery or cancelling any Agreement. Customer shall comply with these payment terms whether or not Customer itself has been paid for the goods, products and/or equipment Customer purchases from T.E.C., and the Customer may not assert a "pay-when-paid" or a "pay-if-paid" defense (or any similar defense) to T.E.C.'s claims for payment. Customer has no right to withhold any portion of the payment due as retention for any goods, products and/or equipment Customer has purchased from T.E.C. T.E.C.'s rights to pursue all liens and claims are preserved and not released or waived, including, without limitation, mechanics liens, construction liens, common law or statutory payment bond claims, stay-notice claims, lien-on-funds claims, trust-fund claims, and prompt-payment claims.
3. If Customer's account is referred to a collection agency or attorney, Customer will be responsible for paying Seller's costs and fees incurred. Customer consents that venue for any legal proceedings related to any provision of this Agreement shall, at the option of T.E.C., be in the Circuit Court of Cook County, State of Illinois, or in the Federal District Court for the Northern District of Illinois, and Customer and T.E.C. each hereby consent to and submit to personal and subject matter jurisdiction of said Courts. This Agreement is made and executed at the Seller's place of business; and the law of the State of Illinois, without regard to conflict of law provisions, shall govern all rights and duties of Customer and Seller hereunder and the interpretation of the Agreement.
4. All orders must be in writing and no order is binding until accepted by an authorized officer of T.E.C. No sales representative has any authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, statutory or otherwise. Cancellation of orders or portions thereof will not be accepted after material has been purchased or fabrication has been started.
5. As security for payment of any sum due or to become due hereunder or under any Agreement, invoice, Quotation or otherwise, this Agreement shall constitute the Security Agreement under the UCC, and Customer hereby grants Seller a security interest in the products and goods identified on any Quotation, Agreement, invoice or attachments thereto, and in all products and proceeds thereof, to secure Customer's payment in full. Seller shall also have a lien on all Customer property in Seller's possession, including work-in-process and finished work, and Seller may retain possession of such property until payment in full. Customer hereby authorizes Seller to file all required UCC financing statements or related documents, and take any other necessary steps to perfect Seller's security interests, and Customer agrees to perform all acts which may be necessary to protect any security interest of T.E.C.
6. Promises of delivery are based upon best information available from the manufacturing source and are made in good faith, but are not guaranteed. T.E.C. is not liable for any delays in delivery or for any damage suffered by the Customer or others by reason of any delay.
7. Delivery of Non Stock items must take place within 30 days from date of last receipt. Failure to take delivery within this timeframe will initiate the Bill and Store Agreement, resulting in a storage fee of 5% of order value per month. Billing will start on the 31st day from last receipt.
8. Permission to return goods for credit plus shipping instructions and return tags must be secured from T.E.C. before returning any goods. All returned goods must be unused, in new condition, and in original crates. Goods returned without authorization will be refused and returned to shipper. Goods which are obsolete or made to special order are returnable only with prior written approval signed by an officer of T.E.C. and shall be conditioned upon Customer paying a minimum restocking charge of not less than 30% of the original invoice price (not including freight and taxes) for stocked products and 100% for non-stock/special order products.
9. All amounts billed by T.E.C. must be paid by Customer without setoff or deduction of any kind, unless expressly agreed to in advance in writing by an officer of T.E.C. All requests for deductions to T.E.C. must include complete detail as to the reason behind the requested deduction. Failure to provide appropriate detail may subject your account to being placed on credit hold. No request more than one (1) year from last statement date will be accepted.

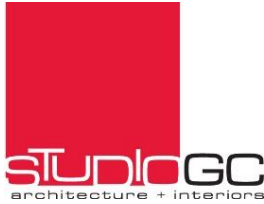
WARRANTY INFORMATION

10. Unless otherwise provided herein, Seller warrants title and that all goods sold shall conform to the Quotation provided by T.E.C. T.E.C. extends only the warranties given by the Manufacturer upon goods manufactured by it as those warranties are expressed in the Standard Product Warranty issued with each individual model by year of manufacture. Except as otherwise expressly stated herein, **SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS.** It is expressly agreed that T.E.C. SHALL NOT BE LIABLE IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR ANY OTHER SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES arising out of or related in any way to any products sold pursuant to any Quotation or Agreement including, but not limited to, the inability of Customer to use any such product, equipment or material.
11. Customer expressly agrees that T.E.C. DOES NOT REPRESENT OR WARRANT that the equipment sold hereunder will comply with any applicable laws or ordinances of the governmental jurisdiction where the equipment is to be installed.
12. Under no circumstances will T.E.C. make or secure installations, replacements or be responsible for the costs thereof, or for any damages caused by faulty installations or repair by contractors or dealers or for improper or inadequate specifications.
13. Customer agrees that its **SOLE AND EXCLUSIVE REMEDY** against T.E.C. in the event any product, equipment or materials sold to Customer shall fail to conform to the terms and conditions of any Quotation or to any express or implied warranty set forth herein, and T.E.C.'s sole and exclusive liability shall either be (1) to repair or (2) to replace such nonconforming part, equipment or material. T.E.C. shall not be responsible for labor charges for removal or reinstallation of such equipment or material or charges for transportation, handling and shipping or charges for refrigerant losses. **IT IS AGREED THAT T.E.C.'S MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE EQUIPMENT OR MATERIAL CLAIMED TO BE DEFECTIVE OR NONCONFORMING SUBJECT TO T.E.C.'S RIGHT OF REMOVAL AND RETURN OF SUCH EQUIPMENT OR MATERIAL.** The foregoing shall constitute Customer's sole and exclusive remedy and T.E.C.'s sole and exclusive liability for supplying nonconforming or defective goods.
14. No right or interest in this Agreement shall be assigned by either the Seller or Customer without the written consent of the other, except Customer's consent shall not be necessary for Seller to assign or transfer any right to payment arising from any Agreement.
15. Any action for breach of this Agreement, in whole or in part, not filed within two (2) years after the cause of action shall have first accrued, shall be barred.

Accepted By: _____	Proposal Date: _____	12/02/2021
Name: _____	Proposal Number: _____	1221PMCM0347
Title: _____	PO Number: * _____	
Company: _____	Project Name: _____	Lincolnwood SD74

Date:

* No terms, conditions or provisions of the referenced Purchase Order are incorporated into this Agreement.



223 W. Jackson Blvd., Suite 1200
Fax: 312.253.3401
Chicago, IL 60606
Phone: 312.253.3400

December 8, 2021

Mrs. Courtney Whited
Business Manager/CSBO
Lincolnwood School District 74
6950 N. East Prairie Road
Lincolnwood, IL 60712

RE: Mechanical Equipment Prepurchase
Project No. 21089A

Dear Mrs. Whited:

Bids for the above referenced project were received at 10:30 a.m. on Tuesday, December 7, 2021. There were three (3) bidders of record; three (3) bids were received. A bid tabulation sheet is herein attached for your review.

We have analyzed the bids and the qualifications of the bidders and recommend that the contract for the Mechanical Equipment Prepurchase project be awarded to the lowest responsible, responsive bidder, **Thermosystems, LLC**, for their total base bid amount of **\$61,800**.

There were no alternates requested on this project.

We recommend the Board of Education take action to award the contract at the next available Board meeting.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Athi Toufexis, AIA, LEED-AP

Enclosure – Bid Tabulation

cc: Vicki Luczynski, StudioGC

REVISED AS OF JANUARY 18, 2022 FACILITIES COMMITTEE MEETING



223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
P: 312.253.3400

Client: Lincolnwood School District 74
Project Name: Mechanical Equipment Prepurchase

Project No.: 21089A
Bid Date: Tuesday, December 7, 2021 @ 10:30 a.m.
Project Architect: Athi Toufexis

BID TAB WORKSHEET

Contractor	Total Bid Amount	Manufacturer	Bid Bond	Addendum 1	Remarks
TEC Distribution	\$80,000.00	Carrier	X	X	\$11,000 included for 1st year maintenance
Thermosystems	\$61,800.00	Daikin	X	X	\$14,150 included for startup and 1st year maintenance
Trane	\$99,123.00 if PO 1/7/22 or earlier \$109,036.00 if PO 1/8/22 or later	Trane		X	includes startup and 1st year maintenance
AT 1/18/22 Facilities Committee meeting a motion was passed to accept the bid from TEC Distribution for the Mechanical Equipment pre-purchase for Todd and Rutledge Halls					

LINCOLNWOOD SCHOOL DISTRICT 74
BILLS PAYABLE

Education Fund	672,856.34
Building Fund	142,941.42
Debt Service	-
Transportation Fund	66,627.09
I.M.R.F./Soc. Sec.	-
Capital Projects	23,556.50
Tort Fund	-
Life Safety Fund	<u>217,286.39</u>
Grand Total	1,123,267.74

The undersigned hereby certify that the foregoing is a true and correct list of bills payable, approved and ordered paid by the Board of Education, School District #74, Cook County, at a meeting duly called and held on February 3, 2022, in the amount of **1,123,267.74**

President, Kevin Daly

Secretary, John P. Vranas

Members:

Myra A. Foutris

Elaina Geraghty

Rupal Shah Mandal

Jay Oleniczak

Peter D. Theodore

Lincolnwood School District 74

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2022 - 01/28/2022

Sort By: Vendor

Fiscal Year: 2021-2022

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

☒ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE						
7400025984	01/20/2022	1168	ACCESS MASTER	20.0.2540.302.00.0000.00	CAMERA SYSTEM	\$2,122.00
7400025984	01/20/2022	1168	ACCESS MASTER	20.0.2540.302.00.0000.00	ACCESS CONTROL	\$930.00
					SYSTEM/ADMIN BUILDING	
7400025984	01/20/2022	1168	ACCESS MASTER	20.0.2540.302.00.0000.00	ACCESS CONTROL	\$1,560.00
7400025984	01/20/2022	1168	ACCESS MASTER	20.0.2540.302.00.0000.00	INTRUSION ALARM	\$486.00
7400025984	01/20/2022	1168	ACCESS MASTER	20.0.2540.302.00.0000.00	CAMERA SYSTEM	\$2,122.00
Check Total:						\$7,220.00
7400025958	01/06/2022	1157	ACTIVE ELECTRIC SUPPLY CO., INC.	20.0.2540.400.00.0000.04	SUPPLIES	\$116.00
7400025958	01/06/2022	1157	ACTIVE ELECTRIC SUPPLY CO., INC.	20.0.2540.400.00.0000.04	SUPPLY	\$71.40
Check Total:						\$187.40
NCB	01/11/2022	1164	ADOBE SYSTEMS INCORPORATED	10.0.1100.470.05.0000.00	CREATIVE CLOUD ALL APPS	\$203.87
NCB	01/11/2022	1164	ADOBE SYSTEMS INCORPORATED	10.0.1100.470.05.0000.00	CREDIT FOR TAXES	(\$11.99)
Check Total:						\$191.88
7400025985	01/20/2022	1168	AED PROFESSIONALS	10.0.2130.400.00.4998.00	3 PLY ASTM LEVEL 1 MEDICAL GRADE MASK/3	\$1,160.00
Check Total:						\$1,160.00
NCB	01/11/2022	1164	ALDI	10.0.1100.423.36.0000.03	BROWN SUGAR/YEAST/FLOUR	\$77.32
NCB	01/11/2022	1164	ALDI	10.0.1100.450.47.0000.03	PURIFIED WTR/WHITE BREAD	\$55.30
NCB	01/11/2022	1164	ALDI	10.0.1100.423.36.0000.03	BROWN SUGAR/EGGS	\$26.18
NCB	01/11/2022	1164	AMAZON.COM	20.0.2540.400.00.0000.01	CHAIN LINK WIRE TIES	\$29.56
NCB	01/11/2022	1164	AMAZON.COM	20.0.2540.400.00.0000.02	EYEWASH REFILLS	\$77.76
NCB	01/11/2022	1164	AMAZON.COM	10.0.1200.400.00.0000.01	VISUAL TIMER	\$29.99
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.412.05.0000.00	INTERCONNECT CABLE	\$18.80
NCB	01/11/2022	1164	AMAZON.COM	10.0.1200.400.00.0000.03	SCIENTIFIC CALCULATOR	\$134.85
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.01	SALTINE CRACKERS	\$9.30

Lincolnwood School District 74

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2022 - 01/28/2022

Sort By: Vendor

Fiscal Year: 2021-2022

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

☒ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.412.05.0000.00	HEAVY DUTY STORAGE UNIT	\$114.98
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.450.12.0000.01	LOW ORDOR DRY ERASE MARKER	\$88.88
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.412.05.0000.00	IPAD CASE	\$19.95
NCB	01/11/2022	1164	AMAZON.COM	20.0.2540.400.00.0000.01	NATIONAL HARDWARE	\$17.36
NCB	01/11/2022	1164	AMAZON.COM	10.0.2520.400.00.0000.00	COFFEE FILTER	\$41.32
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.450.16.0000.03	HEADPHONES	\$164.90
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.410.05.0000.00	TONER CARTRIDGE REPLACEMENT	\$38.58
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.412.05.0000.00	PRESENTER PRESENTATION REMOTE	\$93.54
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.412.05.0000.00	IPHONE CHARGER	\$54.95
NCB	01/11/2022	1164	AMAZON.COM	10.0.1500.400.00.0000.00	CHEERLEADER BOWS PONYTAIL HOLDER	\$29.98
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.412.05.0000.00	5-SHELF SHELVING	\$114.98
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.01	BINDER DIVIDERS	\$11.16
NCB	01/11/2022	1164	AMAZON.COM	10.0.2410.400.00.0000.01	MONTHLY DESK/WALL CALENDAR	\$21.74
NCB	01/11/2022	1164	AMAZON.COM	10.0.2320.400.00.0000.00	STICKEY NOTES	\$39.34
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.410.25.0000.01	CARPET SPOTS MARKERS	\$17.97
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.01	WIPES	\$21.94
NCB	01/11/2022	1164	AMAZON.COM	10.0.1200.400.00.0000.01	COUNTDOWN TIMER	\$15.99
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.400.19.0000.03	DUAL LASER/ FELT FABRIC	\$79.89
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.400.11.0000.01	1ST GRADE SUPPLIES/ DRY ERASE SURFACE	\$70.18
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.410.21.0000.03	BARGAIN BUCKET/ GLASS STREAK PLATES	\$635.58
NCB	01/11/2022	1164	AMAZON.COM	10.0.2630.300.00.0000.00	SKINNING POPCORN/ WINTER	\$673.12

Lincolnwood School District 74

Disbursement Detail Listing

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Fiscal Year: 2021-2022

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

☒ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.01	FOLDING STEP STOOL/PORTABLE POTTY	\$22.56
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.449.00.0000.02	FOAM CUP HOT OR COLD	\$50.70
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.449.00.0000.02	ORDER LOST/REFUND	(\$50.70)
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.02	FACIAL TISSUE	\$41.97
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.02	\$-0.86 Pro-rated Adjustment Applied -	(\$0.42)
NCB	01/11/2022	1164	AMAZON.COM	10.0.2410.315.00.0000.02	\$-0.86 Pro-rated Adjustment Applied -	(\$0.44)
NCB	01/11/2022	1164	AMAZON.COM	10.0.2410.315.00.0000.02	POPCORN	\$43.77
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.02	REGULAR PADS FOR WOMEN	\$7.12
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.411.00.0000.02	KLEENEX/FILE FOLDERS	\$53.05
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.02	BATH COLD CUP	\$15.79
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.02	WRONG ITEMS/REFUNDED	(\$15.79)
NCB	01/11/2022	1164	AMAZON.COM	10.0.1650.400.00.0000.00	BOOKS	\$192.35
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.412.05.0000.00	REPLACEMENT HEADSET	\$12.99
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.700.00.0000.01	SOCCER BALLS	\$47.40
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.449.00.0000.02	CHOCOLATE HOT COCOA	\$126.00
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.02	NURSING DIAGNOSIS HANDBOOK	\$63.14
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.02	EYE WASH CUPS/FABRIC BANAGES	\$63.99
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.02	DISPOSABLE CUPS	\$34.29
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.412.05.0000.00	HDMI CABLE/HDMI SPLITTER	\$44.06
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.700.00.0000.01	MESH BAGS/JUMP ROPES	\$62.39
NCB	01/11/2022	1164	AMAZON.COM	10.0.2130.400.00.0000.02	ICE CUBE TRAYS/TAMPONS	\$14.38
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.411.00.0000.03	HEAVYWEIGHT CARDSTOCK	\$13.99
NCB	01/11/2022	1164	AMAZON.COM	10.0.2520.400.00.0000.00	BATTERIES/INDEX/CALENDAR	\$58.53
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.400.16.0000.03	PAINTER'S TAPE	\$4.77

Lincolnwood School District 74

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2022 - 01/28/2022

Sort By: Vendor

Fiscal Year: 2021-2022

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.410.21.0000.03	FLY DRONE FOR KIDS/REEL TAPE MEASURE/BATTERY	\$76.97
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.410.21.0000.03	CHARCOAL POWDER ACTIVATED/FLEXIBLE	\$209.58
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.410.21.0000.03	ALTI TRAK ALTITUDE	\$24.08
NCB	01/11/2022	1164	AMAZON.COM	10.0.1100.410.21.0000.03	ACTIVATED CHARCOAL	\$20.72
NCB	01/11/2022	1164	AMAZON.COM	10.0.2630.300.00.0000.00	HOUSE STICKERS/TH WINTER CELEBRATIONS	\$159.80
NCB	01/11/2022	1164	AMAZON.COM	10.0.2630.300.00.0000.00	CHRISTMAS ORNAMENTS/TH WINTER	\$105.72
NCB	01/11/2022	1164	AMAZON.COM	10.0.1200.400.00.0000.01	RETURNED/REFUND	(\$15.99)
NCB	01/07/2022	1162	AMERIPRISE FINANCIAL SERVICES INC.	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,325.97
NCB	01/21/2022	1175	AMERIPRISE FINANCIAL SERVICES INC.	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,325.97
Check Total:						\$6,964.10
7400025959	01/06/2022	1157	AMY SENIOR	10.0.2310.300.00.0000.00	TECH SERVICE-BOE 1 / 6 / 22	\$75.00
Check Total:						\$75.00
NCB	01/11/2022	1164	APPLE INC	10.0.1100.316.05.0000.00	PANDORA PLUS	\$5.30
Check Total:						\$5.30
7400025986	01/20/2022	1168	APPLE INC	10.0.1100.310.05.0000.00	AC+ D517920576	\$49.00
7400025986	01/20/2022	1168	APPLE INC	10.0.1100.310.05.0000.00	Repair ID: D518814811. CASE NUMBER	\$299.00
Check Total:						\$348.00
7400025987	01/20/2022	1168	ARENA SPORTS	10.0.1500.400.00.0000.00	Champro Reversible Boys Basketball Uniforms-Jersey	\$1,059.80
7400025987	01/20/2022	1168	ARENA SPORTS	10.0.1500.400.00.0000.00	Champro Reversible Boys Basketball Uniforms-Shorts	\$1,059.80
7400025987	01/20/2022	1168	ARENA SPORTS	10.0.1500.400.00.0000.00	SET UP	\$69.84
Check Total:						\$2,189.44
7400025960	01/06/2022	1157	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$1,773.97
7400025960	01/06/2022	1157	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$97.13

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025960	01/06/2022	1157	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$664.72
Check Total:						\$2,535.82
7400025988	01/20/2022	1168	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$92.84
7400025988	01/20/2022	1168	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$95.34
Check Total:						\$188.18
7400025989	01/20/2022	1168	AT&T LONG DISTANCE-4	20.0.2540.340.00.0000.00	TELEPHONE	\$58.71
Check Total:						\$58.71
7400025961	01/06/2022	1157	AT&T-2	20.0.2540.340.00.0000.00	TELEPHONE	\$49.63
Check Total:						\$49.63
7400025962	01/06/2022	1157	AT&T-3	20.0.2540.340.00.0000.00	TELEPHONE	\$1,682.80
Check Total:						\$1,682.80
7400025990	01/20/2022	1168	AT&T-3	20.0.2540.340.00.0000.00	TELEPHONE	\$1,667.92
Check Total:						\$1,667.92
NCB	01/07/2022	1162	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,050.00
NCB	01/21/2022	1175	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$10,552.88
NCB	01/21/2022	1175	AXA EQUITABLE PAYMENT CENTER	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$600.00
NCB	01/07/2022	1162	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$10,627.88
NCB	01/07/2022	1162	AXA EQUITABLE PAYMENT CENTER	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$600.00
NCB	01/21/2022	1175	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,385.00
NCB	01/21/2022	1175	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,050.00
NCB	01/07/2022	1162	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,385.00
NCB	01/11/2022	1164	B & H PHOTO	10.0.1100.412.05.0000.00	MAIL ADAPTER	\$67.43
NCB	01/11/2022	1164	B & H PHOTO	10.0.1100.412.05.0000.00	TAX REFUND	(\$6.27)
Check Total:						\$27,311.92
7400025991	01/20/2022	1168	BANNER PLUMBING SUPPLY CO. INC	20.0.2540.400.00.0000.01	BRASS MARVEL CONNECTOR/COMP NUT	\$44.84

Lincolnwood School District 74

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025991	01/20/2022	1168	BANNER PLUMBING SUPPLY CO. INC	20.0.2540.400.00.0000.02	BOLTS/EXTRA LONG JOHNNI	\$54.46
7400025991	01/20/2022	1168	BANNER PLUMBING SUPPLY CO. INC	20.0.2540.400.00.0000.01	NUT & LOCK NUT KIT/BRASS CLOSET	\$734.25
7400025991	01/20/2022	1168	BANNER PLUMBING SUPPLY CO. INC	10.0.2130.400.00.4998.00	HTHB-HAC8PV-WF HALSEY COOLER/BOTTLE FILLER	\$3,651.66
7400025991	01/20/2022	1168	BANNER PLUMBING SUPPLY CO. INC	10.0.2130.400.00.4998.00	HTHB-HAC8PV-WF HALSEY COOLER/BOTTLE FILLER	\$3,651.67
7400025991	01/20/2022	1168	BANNER PLUMBING SUPPLY CO. INC	20.0.2540.400.00.0000.02	SEAT LESS COVER/NEOSEAL GASKET	\$349.20
7400025991	01/20/2022	1168	BANNER PLUMBING SUPPLY CO. INC	20.0.2540.400.00.0000.02	SUPPLIES/NUT WASHER/CAULK TUBE	\$193.40
Check Total:						\$8,679.48
7400025992	01/20/2022	1168	BLOOD HOUND LLC	20.0.2540.320.00.0000.01	ADVANTAGE LOCATE(HOURLY RATE)	\$440.00
Check Total:						\$440.00
7400025963	01/06/2022	1157	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$11.69
7400025963	01/06/2022	1157	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$112.59
7400025963	01/06/2022	1157	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$11.69
7400025963	01/06/2022	1157	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$112.59
7400025963	01/06/2022	1157	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$11.69
7400025963	01/06/2022	1157	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$37.53
Check Total:						\$297.78
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT MILK	\$23.37
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIN CHOCOLATE MILK	\$75.06
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT MILK	\$11.69
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$75.06
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT MILK	\$11.69
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$37.53
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$50.04
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$11.69

Lincolnwood School District 74

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2022 - 01/28/2022

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Dollar Limit: \$0.00

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$75.06
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$12.51
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$25.02
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT MILK	\$11.69
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$37.53
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT MILK	\$11.69
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$12.51
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$75.06
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$75.06
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$12.51
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT MILK	\$11.69
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIN CHOCOLATE MILK	\$87.57
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT MILK	\$11.69
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE MILK	\$87.57
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	GAL HOMO MILK	\$4.39
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT MILK	\$11.69
7400025993	01/20/2022	1168	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE MILK	\$37.53
Check Total:						\$896.90
NCB	01/11/2022	1164	BP	20.0.2540.464.00.0000.00	GAS FOR DIST TRUCK	\$83.65
Check Total:						\$83.65
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.03	Tad Wht Roll Towels(W109001001)	\$1,804.12
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.03	Center Pull Wht Towels	\$907.10
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.03	Green Certi Hand Wasg	\$483.78
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.03	Micro Core Wht Toilet Tissue	\$872.00
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.4998.00	Glove, MD Nitrile Pwdr Free Blue/Violet	\$3,084.67

Lincolnwood School District 74

Disbursement Detail Listing

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7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.4998.00	Glove, LG Nitrile Pwdr Free Blue/Violet	\$1,542.33
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.4998.00	ECO23 Neutral Cleaner	\$1,770.20
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.4998.00	ECO33 Floor Cleaner	\$1,141.80
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.4998.00	Green Certi Hand Wash	\$985.00
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.4998.00	ECO14 Muscle Cleaner, Graffiti Remover	\$299.70
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.4998.00	Dy-Phase Bowl Cleaner	\$102.96
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.4998.00	ALCOHOL HAND SANITIZER 6/CASE	\$1,337.50
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.4998.00	ECO14 Muscle Cleaner, Graffiti Remover	\$699.30
7400025994	01/20/2022	1168	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.4998.00	ALCOHOL HAND SANITIZER 6/CASE	\$875.00
Check Total:						\$15,905.46
7400025995	01/20/2022	1168	BUSINESS EXPRESS	10.0.1100.449.00.0000.02	BOOKS OF 50 RUTLEDGE REWARDS	\$460.00
7400025995	01/20/2022	1168	BUSINESS EXPRESS	10.0.2630.400.00.0000.00	Medical and Cumulative Folders	\$400.00
Check Total:						\$860.00
7400025996	01/20/2022	1168	BUSINESSOLVER.COM	10.0.2520.300.00.0000.00	ANCILLARY PLAN SERVICES PERM-NON EBC SPONSORED	\$20.25
Check Total:						\$20.25
NCB	01/11/2022	1164	CHALET	10.0.1100.410.21.0000.03	CHALET POTTINGSOIL	\$16.98
Check Total:						\$16.98
7400025997	01/20/2022	1168	CHICAGO TRIBUNE COMPANY	10.0.2520.300.00.0000.00	CLASSIFIED LISTINGS, ONLINE MODERNIZATION	\$86.03
Check Total:						\$86.03
NCB	01/11/2022	1164	CLASSKICK PRO	10.0.1100.410.20.0000.03	NIAGARA	\$10.99

Lincolnwood School District 74

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	01/21/2022	1172	COLE TAYLOR BAN_SIT	10.3.0499.300.00.0000.00	STATE TAX	\$22,114.53
NCB	01/21/2022	1172	COLE TAYLOR BAN_SIT	20.3.0499.300.00.0000.00	STATE TAX	\$879.73
NCB	01/07/2022	1160	COLE TAYLOR BAN_SIT	10.3.0499.300.00.0000.00	STATE TAX	\$21,871.02
NCB	01/07/2022	1160	COLE TAYLOR BAN_SIT	20.3.0499.300.00.0000.00	STATE TAX	\$781.78
NCB	01/07/2022	1169	COLE TAYLOR BANK	10.3.0499.100.10.0000.00	TEACHERS PENSION	\$47,499.11
NCB	01/04/2022	1167	COLE TAYLOR BANK	10.3.0499.400.00.0000.00	MUNICIPAL RETIREMENT ADJ	(\$0.03)
NCB	01/07/2022	1169	COLE TAYLOR BANK	10.3.0499.100.10.0000.00	TEACHERS PENSION	\$1,018.59
NCB	01/04/2022	1167	COLE TAYLOR BANK	10.3.0499.400.00.0000.00	MUNICIPAL RETIREMENT	\$888.45
NCB	01/04/2022	1167	COLE TAYLOR BANK	20.3.0499.400.00.0000.00	MUNICIPAL RETIREMENT	\$442.72
NCB	01/07/2022	1170	COLE TAYLOR BANK	10.3.0499.100.20.0000.00	THIS	\$6,883.60
NCB	01/04/2022	1167	COLE TAYLOR BANK	10.3.0499.400.00.0000.00	MUNICIPAL RETIREMENT	\$11,648.48
NCB	01/04/2022	1167	COLE TAYLOR BANK	20.3.0499.400.00.0000.00	MUNICIPAL RETIREMENT	\$2,994.97
NCB	01/04/2022	1167	COLE TAYLOR BANK	10.3.0499.400.00.0000.00	MUNICIPAL RETIREMENT	\$888.45
NCB	01/04/2022	1167	COLE TAYLOR BANK	20.3.0499.400.00.0000.00	MUNICIPAL RETIREMENT	\$541.84
NCB	01/04/2022	1167	COLE TAYLOR BANK	10.3.0499.400.00.0000.00	MUNICIPAL RETIREMENT	\$10,791.88
NCB	01/04/2022	1167	COLE TAYLOR BANK	20.3.0499.400.00.0000.00	MUNICIPAL RETIREMENT	\$3,233.31
NCB	01/07/2022	1170	COLE TAYLOR BANK	10.3.0499.100.20.0000.00	THIS	\$900.53
NCB	01/21/2022	1171	COLE TAYLOR BANK_FIT	10.3.0499.800.20.0000.00	MEDICARE	\$15,409.26
NCB	01/21/2022	1171	COLE TAYLOR BANK_FIT	20.3.0499.800.20.0000.00	TERMINATION/VACATION PAYMENTS	\$570.38
NCB	01/21/2022	1171	COLE TAYLOR BANK_FIT	10.3.0499.200.00.0000.00	FEDERAL TAX	\$51,384.31
NCB	01/21/2022	1171	COLE TAYLOR BANK_FIT	20.3.0499.200.00.0000.00	FEDERAL TAX	\$2,138.61
NCB	01/07/2022	1159	COLE TAYLOR BANK_FIT	10.3.0499.700.10.0000.00	SOC.SEC.	\$7,139.90
NCB	01/07/2022	1159	COLE TAYLOR BANK_FIT	20.3.0499.700.10.0000.00	NON-CAPITAL EQUIPMENT	\$2,181.94
NCB	01/21/2022	1171	COLE TAYLOR BANK_FIT	10.3.0499.700.10.0000.00	SOC.SEC.	\$7,308.22
NCB	01/21/2022	1171	COLE TAYLOR BANK_FIT	20.3.0499.700.10.0000.00	NON-CAPITAL EQUIPMENT	\$2,438.88
NCB	01/07/2022	1159	COLE TAYLOR BANK_FIT	10.3.0499.200.00.0000.00	FEDERAL TAX	\$50,621.34
NCB	01/07/2022	1159	COLE TAYLOR BANK_FIT	20.3.0499.200.00.0000.00	FEDERAL TAX	\$1,785.35
NCB	01/07/2022	1159	COLE TAYLOR BANK_FIT	10.3.0499.800.20.0000.00	MEDICARE	\$15,245.42

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Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2022 - 01/28/2022

Sort By: Vendor

Fiscal Year: 2021-2022

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	01/07/2022	1159	COLE TAYLOR BANK_FIT	20.3.0499.800.20.0000.00	TERMINATION/VACATION PAYMENTS	\$510.30
Check Total:						\$290,123.86
7400025998	01/20/2022	1168	COMED	20.0.2540.466.00.0000.00	ELECTRICITY	\$1,783.15
Check Total:						\$1,783.15
7400025964	01/06/2022	1157	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	WINTER DECOR AT PRATT/CRAWFORD	\$1,568.00
7400025964	01/06/2022	1157	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	WINTER DECOR AT LH	\$1,645.00
7400025964	01/06/2022	1157	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	WINTER DECOR AT ADMINISTRATION	\$1,457.00
7400025964	01/06/2022	1157	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	WINTER DECOR AT RH	\$818.00
7400025964	01/06/2022	1157	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	ICE CONTROL/12/28/21/12/30	\$1,476.00
Check Total:						\$6,964.00
7400025999	01/20/2022	1168	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	ICE CONTROL/1/2 AM/1/3 AM/1/02/2022 &	\$984.00
7400025999	01/20/2022	1168	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	ICE CONTROL/1/5/22AM/1/6/	\$984.00
7400025999	01/20/2022	1168	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	ICE CONTROL/1/9/2022AM/1/	\$984.00
Check Total:						\$2,952.00
7400025965	01/06/2022	1157	CONTROL ENGINEERING CORP.	20.0.2540.342.00.0000.00	1ST QUARTER(JAN,FEB,MAR)	\$2,381.00
7400025965	01/06/2022	1157	CONTROL ENGINEERING CORP.	20.0.2540.320.00.0000.01	REPLACE RELAY ON BOILER #1	\$2,064.00
Check Total:						\$4,445.00
7400026000	01/20/2022	1168	COOK COUNTY TREASURER	20.0.2540.320.00.0000.04	MAINTENANCE FO TRAFFIC SIGNALS/CRAWFORD	\$24.00
Check Total:						\$24.00
7400026001	01/20/2022	1168	CREATIVE DESINGS & PACKAGING INC	10.0.2560.400.00.0000.00	CUTLERY KIT/SPORK NAPKIN STRAW KIT	\$267.94

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400026001	01/20/2022	1168	CREATIVE DESINGS & PACKAGING INC	10.0.2560.400.00.0000.00	CONTAINER	\$122.50
Check Total:						\$390.44
7400026002	01/20/2022	1168	DANA FREEMAN	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$1,094.44
Check Total:						\$1,094.44
7400025966	01/06/2022	1157	DANIEL SZEWCZYK	10.0.1100.338.42.0000.03	BASKETBALL OFFICIAL/LH VS GOLF/VARSITY	\$45.00
7400025966	01/06/2022	1157	DANIEL SZEWCZYK	10.0.1100.338.42.0000.03	BASKETBALL OFFICIAL/LH VS CULVER/11/17/21	\$45.00
7400025966	01/06/2022	1157	DANIEL SZEWCZYK	10.0.1100.338.42.0000.03	BASKETBALL OFFICIAL/LH VS LJH	\$45.00
7400025966	01/06/2022	1157	DANIEL SZEWCZYK	10.0.1100.338.42.0000.03	BASKETBALL OFFICIAL/LH VS MCCracken	\$45.00
7400025966	01/06/2022	1157	DANIEL SZEWCZYK	10.0.1100.338.42.0000.03	BASKETBALL OFFICIAL/LH VS LINCOLN	\$45.00
Check Total:						\$225.00
7400026003	01/20/2022	1168	DCG ROOFING SOLUTIONS, INC.	90.0.2530.319.00.0000.00	2020-2021 ROOFING AT LH AND TH	\$97,173.80
Check Total:						\$97,173.80
7400025967	01/06/2022	1157	DE LAGE LANDEN FINANCIAL SERVICES, INC.	10.0.1100.325.00.0000.00	LEASE	\$2,506.60
Check Total:						\$2,506.60
7400025953	01/03/2022	1154	DISTRICT 74	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$136.00
7400025953	01/03/2022	1154	DISTRICT 74	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$4.25
Check Total:						\$140.25
NCB	01/11/2022	1164	DOLLAR TREE STORES, INC.	10.0.1100.400.14.0000.02	FRAMES/WINTER GIFTS FOR FAMILIES	\$128.00
Check Total:						\$128.00
7400026004	01/20/2022	1168	DONALD MOY	10.0.1100.338.42.0000.03	BASKETBALL OFFICIAL/LH VS FAIRVIEW	\$90.00
Check Total:						\$90.00

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7400026005	01/20/2022	1168	EDGEBROOK PLUMBING SERVICES, INC.	20.0.2540.320.00.0000.02	MAINTENANCE ON RH BOYS HALL BATHROOM/BALANCE	\$877.00
Check Total:						\$877.00
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$29,957.28
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$1,837.84
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.602.00.0000.00	EMPLOYEE BENEFIT- LIFE	\$142.95
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$29,957.28
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$1,837.84
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$588.68
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$438.39
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$15.78
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	\$5,265.42
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	\$178.43
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	\$74.14
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	\$1,317.16
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$1,042.74
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$75,310.56
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$1,720.39
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	\$74.14
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.602.00.0000.00	EMPLOYEE BENEFIT- LIFE	\$142.95
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$6,946.75

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	\$5,304.35
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	\$178.43
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$76,340.76
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$1,720.39
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$438.39
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$15.78
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$588.68
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$777.43
7400025954	01/03/2022	1154	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	\$1,042.74
Check Total:						\$243,255.67
7400026006	01/20/2022	1168	EMA CHICAGO INC.	20.0.2540.400.00.0000.04	FILTER MEDIA	\$258.94
7400026006	01/20/2022	1168	EMA CHICAGO INC.	20.0.2540.400.00.0000.03	FILTER MEDIA	\$1,649.45
7400026006	01/20/2022	1168	EMA CHICAGO INC.	20.0.2540.400.00.0000.02	FILER MEDIA	\$840.21
7400026006	01/20/2022	1168	EMA CHICAGO INC.	20.0.2540.400.00.0000.01	FILTER MEDIA	\$778.59
Check Total:						\$3,527.19
NCB	01/11/2022	1164	EXTRA SPACE STORAGE	20.0.2540.325.00.4998.00	CLASSROOM STORAGE	\$293.00
NCB	01/11/2022	1164	EXTRA SPACE STORAGE	20.0.2540.325.00.4998.00	CLASSROOM STORAGE	\$356.00
NCB	01/11/2022	1164	EXTRA SPACE STORAGE	20.0.2540.325.00.4998.00	CLASSROOM STORAGE	\$371.00
NCB	01/11/2022	1164	EXTRA SPACE STORAGE	20.0.2540.325.00.4998.00	CLASSROOM STORAGE	\$623.00
NCB	01/11/2022	1164	FILTER PRODUCTS COMPANY	20.0.2540.400.00.0000.01	METAL HVAC FILTERS	\$325.46
Check Total:						\$1,968.46
7400025968	01/06/2022	1157	FIRST STUDENT, INC.	40.0.2550.331.00.0000.00	TRANSPORTATION/DECEMBER 2021	\$65,789.38
7400025968	01/06/2022	1157	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	TRANSPORTATION/LH TO EAST PRAIRIE / 12/1/21	\$105.38

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025968	01/06/2022	1157	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	TRANSPORTATION/LH TO LINCOLN JR HIGH/12/6/21	\$113.12
7400025968	01/06/2022	1157	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	TRANSPORTATION/LH TO LINCOLN JR HIGH/12/7/21	\$217.32
7400025968	01/06/2022	1157	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	TRANSPORTATION/LH TO LINCOLN JR HIGH/12/10/21	\$223.27
7400025968	01/06/2022	1157	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	TRANSPORTATION/LH TO FAIRVIEW/12/10/21	\$178.62
Check Total:						\$66,627.09
7400025969	01/06/2022	1157	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.410.00.3800.02	The Knight at Dawn Graphic Novel (#1690US8)	\$15.66
7400025969	01/06/2022	1157	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.410.00.3800.02	Book Cataloging and Processing	\$0.69
7400025969	01/06/2022	1157	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	Wings of fire. The graphic novel.Book four,The dark	\$44.38
7400025969	01/06/2022	1157	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	Wings of fire. The graphic novel.Book one,The	\$44.38
7400025969	01/06/2022	1157	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	Book Cataloging and Processing	\$14.22
7400025969	01/06/2022	1157	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	Hilo. Book 7,Gina, the girl who broke the world	\$25.02
7400025969	01/06/2022	1157	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	I am not a label : 34 disabled artists, thinkers,	\$63.93
7400025969	01/06/2022	1157	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	Night of the moon : a Muslim holiday story	\$7.23
7400025969	01/06/2022	1157	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	Set me free (#1944TQ6)	\$16.91
7400025969	01/06/2022	1157	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	We move together (#1880WN5)	\$42.84
7400025969	01/06/2022	1157	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	We want to go to school! : the fight for disability rights	\$45.45

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Check Number	Date	Voucher	Payee	Account	Description	Amount
Check Total:						\$320.71
7400026007	01/20/2022	1168	FORMATIVE	10.0.1100.316.05.0000.00	SUBSCRIPTION/7/1/2021-6/30/2022	\$3,350.00
Check Total:						\$3,350.00
7400025970	01/06/2022	1157	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/BROCCOLI/CARROTS/CELERY STICKS	\$488.81
Check Total:						\$488.81
7400026008	01/20/2022	1168	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	CARROTS/PEPPERS/APPLES	\$420.62
7400026008	01/20/2022	1168	GET FRESH PRODUCE, INC.	10.0.2560.400.00.0000.00	CUTLERY KIT	\$37.00
7400026008	01/20/2022	1168	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	CELERY STICKS/BROCCOLI FLORETS	\$33.27
7400026008	01/20/2022	1168	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	CARROTS/CELERY STICKS/CUCUMBERS	\$408.58
7400026008	01/20/2022	1168	GET FRESH PRODUCE, INC.	10.0.1100.410.21.0000.02	CELERY/CUCUMBERS/POTAT	\$68.00
7400026008	01/20/2022	1168	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	BROCCOLI/CELERY STICK/CUCUMBERS	\$224.41
7400026008	01/20/2022	1168	GET FRESH PRODUCE, INC.	10.0.1100.410.21.0000.02	APPLES	\$106.41
7400026008	01/20/2022	1168	GET FRESH PRODUCE, INC.	10.0.1100.410.21.0000.02	BERRIES/GRAPES/HONEYDE	\$8.16
7400026008	01/20/2022	1168	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	CELERY STICKS/SUGAR/ROMAINE	\$316.57
7400026008	01/20/2022	1168	GET FRESH PRODUCE, INC.	10.0.1100.410.21.0000.02	RADISH	(\$8.16)
Check Total:						\$1,614.86
NCB	01/11/2022	1164	GOLF MILL MOTOR SALES, INC.	20.0.2540.320.00.0000.04	DIST TRUCK INSPECTION	\$68.78
NCB	01/11/2022	1164	GORDON FOOD SERVICE	10.0.1100.423.36.0000.03	PANCAKE SYRUP/HASHBROWNS	\$39.45
Check Total:						\$108.23
7400025971	01/06/2022	1157	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/AMER CHEESE/BAGEL/PIZZA	\$811.63
7400025971	01/06/2022	1157	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/CUTLERY KIT	\$117.73
7400025971	01/06/2022	1157	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/APPLE/CROISSANT/GREEN PEPPERS	\$148.34

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025971	01/06/2022	1157	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/CROISSANT/CHEESE STIX	\$47.91
7400025971	01/06/2022	1157	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/BABY	\$42.95
Check Total:						\$1,168.56
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	BANANA PETITE STAGE	(\$25.78)
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	DELI PATTY PAPER/BOX PIZZA SLICE	\$234.16
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	HUMMUS/TURKEY BRST/GREEN PEPPERS	\$1,072.88
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	HNGD CONTNR/GAUGE	\$65.87
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	AMER CHEESE/EGG/BUTTER CUP	\$887.28
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	HUMMUS/TURKEY BRST/CREAM CHEESE	\$885.57
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	CONTNR/PLAS NACHO	\$113.58
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	BAGEL/CROISSANT/JELLY	\$913.35
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	DELI PATTY PAPER/CUTLERY KIT	\$193.61
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	CUP PRTN SOUFF	\$27.96
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	BUTTER CROISSANT/HOT DOG BUNS	\$19.26
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.1100.423.36.0000.03	BROCCOLI	\$81.56
7400026009	01/20/2022	1168	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	CROISSANT	\$20.97
Check Total:						\$4,490.27
7400026037	01/21/2022	1177	GSF USA, INC.	20.0.2540.322.00.0000.00	MONTHLY JANITORIAL SERVICES/1/1/22-1/31/22	\$36,303.37
Check Total:						\$36,303.37
7400026010	01/20/2022	1168	HALYNA YANCHUK	10.0.1100.410.24.0000.03	EXPENSE REIMBURSEMENT/ART	\$185.41
Check Total:						\$185.41

Lincolnwood School District 74

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2022 - 01/28/2022

Sort By: Vendor

Fiscal Year: 2021-2022

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025972	01/06/2022	1157	HEARTLAND BUSINESS SYSTEMS	10.0.1100.310.05.0000.00	MITEL COLLABORATION 11	\$135.00
Check Total:						\$135.00
7400026011	01/20/2022	1168	HEARTLAND BUSINESS SYSTEMS	10.0.1100.310.05.0000.00	Mitel Software Assurance	\$720.00
7400026011	01/20/2022	1168	HEARTLAND BUSINESS SYSTEMS	10.0.1100.310.05.0000.00	Re-Enlistment Fee	\$381.60
7400026011	01/20/2022	1168	HEARTLAND BUSINESS SYSTEMS	10.0.1100.310.05.0000.00	Mitel Software Assurance	\$120.00
7400026011	01/20/2022	1168	HEARTLAND BUSINESS SYSTEMS	10.0.1100.310.05.0000.00	Re-Enlistment Fee	\$63.60
Check Total:						\$1,285.20
NCB	01/11/2022	1164	IASA	10.0.2320.312.00.0000.00	FINANCE WORKSHOP	\$97.85
Check Total:						\$97.85
7400026012	01/20/2022	1168	IGS ENERGY	20.0.2540.466.00.0000.00	ELECTRICITY	\$8,240.79
Check Total:						\$8,240.79
NCB	01/11/2022	1164	ILLINOIS MUSIC EDUCATION ASSOCIATION	10.0.2210.312.00.0000.02	MUSIC CONFERENCE/HS	\$100.00
NCB	01/11/2022	1164	ILLINOIS PRINCIPALS ASSOCIATION	10.0.2410.312.00.0000.03	REGISTRATION	\$199.00
Check Total:						\$299.00
7400026013	01/20/2022	1168	JENI IBRAHAM	10.0.2560.400.00.0000.00	1 PR WORK SHOES/1 PR WORK PANTS	\$86.19
Check Total:						\$86.19
NCB	01/11/2022	1164	JEWEL-OSCO	10.0.1100.410.21.0000.03	ONMI	\$302.84
GLOW/SHARPIE/RUBBER						
NCB	01/11/2022	1164	JEWEL-OSCO	10.0.1100.450.52.0000.03	DZN ROSE BUNCH	\$19.98
NCB	01/11/2022	1164	JEWEL-OSCO	10.0.1100.423.36.0000.03	EGG/RED MILL BAKI/CHOC	\$21.97
Check Total:						\$344.79
7400026014	01/20/2022	1168	JOHNSTONE SUPPLY	20.0.2540.400.00.0000.03	SIL-FOS ALLOY	\$119.50
Check Total:						\$119.50
NCB	01/11/2022	1164	JW PEPPER	10.0.2130.400.00.4998.00	FACE MASK/YOUTH	\$104.65
NCB	01/11/2022	1164	JW PEPPER	10.0.2130.400.00.4998.00	FACE MASK/YOUTH	\$134.55
Check Total:						\$239.20
7400025973	01/06/2022	1157	KELLY CABRERA	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$935.09

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Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025973	01/06/2022	1157	KELLY CABRERA	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$891.00
					Check Total:	\$1,826.09
NCB	01/07/2022	1162	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,162.50
NCB	01/07/2022	1162	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$150.00
NCB	01/21/2022	1175	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,204.17
NCB	01/21/2022	1175	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$3,713.33
NCB	01/07/2022	1162	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$3,713.33
NCB	01/21/2022	1175	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$150.00
NCB	01/11/2022	1164	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.01	RUBBER WASHER/TAILPIECE WASHER/UTILITY KNIFE	\$315.09
NCB	01/11/2022	1164	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.01	BATTERIES	\$66.08
NCB	01/11/2022	1164	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.03	CHALK & UTILITY KNIFES	\$36.68
NCB	01/11/2022	1164	LOWE'S HOME CENTERS, INC.	20.0.2540.416.00.0000.01	CARPET SHAMPOO	\$41.94
					Check Total:	\$10,553.12
7400026015	01/20/2022	1168	MADLINE SOMOO	10.0.2560.400.00.0000.00	EXPENSE REIMBURSEMENT/PAIR	\$99.21
					Check Total:	\$99.21
NCB	01/11/2022	1164	MARIANO'S	10.0.1100.449.00.0000.03	SKNYPOP POPCORN	\$31.14
					Check Total:	\$31.14
7400026016	01/20/2022	1168	MARTHA BIJOU	10.0.2560.400.00.0000.00	EXPENSE REIMBURSEMENT/PR WORK	\$99.21
					Check Total:	\$99.21
NCB	01/07/2022	1163	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,680.00
NCB	01/07/2022	1163	MB FINANCIAL BANK_SD74 FLEX	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$25.00
NCB	01/07/2022	1163	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$2,291.64
NCB	01/21/2022	1174	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$2,291.64
NCB	01/21/2022	1174	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,680.00
NCB	01/21/2022	1174	MB FINANCIAL BANK_SD74 FLEX	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$25.00

Lincolnwood School District 74

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	01/11/2022	1164	MENARDS	10.0.1100.410.21.0000.03	DUCT TAPE/REPAIR PATCH	\$125.92
NCB	01/11/2022	1164	MICHAELS	10.0.1100.410.23.0000.03	AIR-DRY CLAY	\$117.36
Check Total:						\$8,236.56
7400026017	01/20/2022	1168	MICHELLE WIELGOSZ	10.0.1100.411.00.0000.02	EXPENSE	\$83.03
REIMBURSEMENT/AMAZON/						
Check Total:						\$83.03
NCB	01/11/2022	1164	MIDWEST PRINCIPALS' CENTER	10.0.2210.312.00.0000.02	CONFERENCE/DM	\$230.00
NCB	01/11/2022	1164	MIDWEST PRINCIPALS' CENTER	10.0.2210.312.00.0000.03	CONFERENCE/MB	\$230.00
NCB	01/11/2022	1164	MUSIC THEATRE INTERNATIONAL	10.0.1100.300.78.0000.00	ACTOR'S BOOK TENPACK	\$412.10
Check Total:						\$872.10
7400026018	01/20/2022	1168	MUTUAL OF OMAHA	10.3.0499.603.00.0000.00	INS	\$3,286.43
Check Total:						\$3,286.43
NCB	01/11/2022	1164	NCS PEARSON INC	10.0.1200.400.00.0000.00	ASSESSMENTS	\$11.70
Check Total:						\$11.70
7400025956	01/07/2022	1158	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$6,277.68
7400025956	01/07/2022	1158	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,144.21
7400025956	01/07/2022	1158	NORTH SUBURBAN TEACHERS' UNION	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$250.60
Check Total:						\$7,672.49
7400025982	01/21/2022	1176	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,144.21
7400025982	01/21/2022	1176	NORTH SUBURBAN TEACHERS' UNION	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$250.60
7400025982	01/21/2022	1176	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$6,277.68
Check Total:						\$7,672.49
7400026019	01/20/2022	1168	O'HARE MECHANICAL CONTRACTORS INC.	20.0.2540.320.00.0000.01	MAINTENANCE SERVICES	\$2,228.29
Check Total:						\$2,228.29
7400025974	01/06/2022	1157	OCONOMOWOC DEVELOPMENTAL TRAINING	10.0.4120.670.35.0000.00	TUTITION-REGULAR	\$3,954.45
7400025974	01/06/2022	1157	OCONOMOWOC DEVELOPMENTAL TRAINING	10.0.4120.670.35.0000.00	RESIDENTIAL SERV	\$13,186.16

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Check Number	Date	Voucher	Payee	Account	Description	Amount
Check Total:						\$17,140.61
NCB	01/11/2022	1164	ORIENTAL TRADING CO. INC.	10.0.1100.400.13.0000.02	FRAMES/WINTER GIFTS FOR FAMILIES	\$83.99
NCB	01/11/2022	1164	PADLET	10.0.1100.316.05.0000.00	PADLET PRO ANNUAL/5TH GRADE TEACHERS ON LINE	\$96.00
NCB	01/11/2022	1164	PARTY CITY HIGHLAND PARK	10.0.1100.450.52.0000.03	BALLOONS	\$46.20
Check Total:						\$226.19
7400026020	01/20/2022	1168	PRO-ED, INC.	10.0.2150.400.00.0000.01	SSI-Testing Kit	\$154.00
7400026020	01/20/2022	1168	PRO-ED, INC.	10.0.2150.400.00.0000.01	Fluharty-2 Profile Examiner's Records Forms	\$50.60
Check Total:						\$204.60
7400026021	01/20/2022	1168	PROJECT LEAD THE WAY	10.0.1100.400.19.0000.02	STEM - SUPPLIES & MATERIALS	\$388.75
7400026021	01/20/2022	1168	PROJECT LEAD THE WAY	10.0.1100.400.19.0000.02	STEM - SUPPLIES & MATERIALS	\$323.00
Check Total:						\$711.75
7400026022	01/20/2022	1168	PURCHASE POWER	10.0.2570.340.00.0000.00	POSTAGE	\$200.00
Check Total:						\$200.00
7400025975	01/06/2022	1157	QUENCH USA INC.	10.0.2410.300.00.0000.01	QUENCH 730-U	\$90.54
Check Total:						\$90.54
7400026023	01/20/2022	1168	RIVERSIDE INSIGHTS	10.0.1200.400.00.0000.00	Battelle Dev Inv 3rd ed. Norms & Score Conversions	\$660.00
Check Total:						\$660.00
NCB	01/11/2022	1164	RUSO POWER EQUIPMENT	20.0.2540.404.00.0000.04	LENS/CARTRIDGE/OIL/GLOV	\$960.15
NCB	01/11/2022	1164	RUSO POWER EQUIPMENT	20.0.2540.404.00.0000.03	LENS/HOSE/COUPLER	\$302.22
NCB	01/11/2022	1164	SAM'S CLUB	10.0.2310.315.00.0000.00	BOE MTG TREATS/RASPBERRYSHORTB	\$59.93
NCB	01/11/2022	1164	SAM'S CLUB	10.0.2520.400.00.0000.00	COFFEE/PAPER TOWELS	\$157.22
Check Total:						\$1,479.52
7400025976	01/06/2022	1157	SMITHEREEN COMPANY	20.0.2540.320.00.0000.04	TARGET PESTS/ADMIN BUILDING	\$45.00

Lincolnwood School District 74

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025976	01/06/2022	1157	SMITHEREEN COMPANY	20.0.2540.320.00.0000.02	TARGET PESTS/REGULARLY SCHEDULED PC SERVICE	\$71.00
7400025976	01/06/2022	1157	SMITHEREEN COMPANY	20.0.2540.320.00.0000.03	TARGET PESTS/REGULARLY SCHEDULED PC SERVICE	\$78.00
7400025976	01/06/2022	1157	SMITHEREEN COMPANY	20.0.2540.320.00.0000.01	TARGET PESTS/TH	\$61.00
Check Total:						\$255.00
NCB	01/11/2022	1164	SMORE.COM	10.0.2630.640.00.0000.00	NEWSLETTER CREATOR SUBSCRIPTION	\$79.00
Check Total:						\$79.00
7400026024	01/20/2022	1168	SOTIRIA GIKAS	10.0.2560.400.00.0000.00	EXPENSE REIMBURSEMENT/1 PR WORK SHOES/1 PR WORK	\$100.00
Check Total:						\$100.00
NCB	01/11/2022	1164	STANDARD PLUMBING SUPPLY, INC.	20.0.2540.404.00.0000.01	CAP FOR PLAYGROUND	\$16.79
Check Total:						\$16.79
7400025957	01/07/2022	1158	STATE DISBURSEMENT UNIT	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$395.00
Check Total:						\$395.00
7400025983	01/21/2022	1176	STATE DISBURSEMENT UNIT	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,193.00
Check Total:						\$1,193.00
7400026025	01/20/2022	1168	STUCKEY CONSTRUCTION CO.	60.0.2530.500.00.0000.01	TH 1ST,2ND GRADE PLAYGROUND RENOVATION	\$9,089.00
7400026025	01/20/2022	1168	STUCKEY CONSTRUCTION CO.	90.0.2540.511.00.0000.01	2021 DOOR REPLACEMENT	\$78,369.59
Check Total:						\$87,458.59
7400026026	01/20/2022	1168	STUDIO GC	60.0.2530.500.00.4998.00	TH/RH PLAYGROUND	\$1,900.00
7400026026	01/20/2022	1168	STUDIO GC	90.0.2530.319.00.0000.00	2022 GENERAL WORK	\$30,443.00
7400026026	01/20/2022	1168	STUDIO GC	90.0.2530.319.00.4998.00	2022 GENERAL WORK	\$11,300.00
7400026026	01/20/2022	1168	STUDIO GC	60.0.2530.319.00.4998.00	2022 SITEWORK	\$6,000.00
7400026026	01/20/2022	1168	STUDIO GC	60.0.2530.319.00.0000.00	2022 ADMINISTRATION ROOFING RENOVATIONS	\$6,567.50
Check Total:						\$56,210.50
7400026027	01/20/2022	1168	STUTTERING THERAPY, INC.	10.0.2150.400.00.0000.02	OASES -S (Ages 7-12) Response Forms - English	\$48.46

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400026027	01/20/2022	1168	STUTTERING THERAPY, INC.	10.0.2150.400.00.0000.03	OASES-T (Ages 13-17) Response Forms - English	\$48.45
7400026027	01/20/2022	1168	STUTTERING THERAPY, INC.	10.0.2150.400.00.0000.03	OASES Technical / Scoring Manual - English	\$59.23
Check Total:						\$156.14
7400025977	01/06/2022	1157	SUNBELT STAFFING	10.0.2130.300.00.0000.01	SCHOOL RN-REGULAR	\$976.00
Check Total:						\$976.00
7400026028	01/20/2022	1168	SUNBELT STAFFING	10.0.2130.300.00.0000.01	SCHOOL RN-REGULAR	\$1,344.00
Check Total:						\$1,344.00
7400025978	01/06/2022	1157	SYSCO FOOD SERVICES-CHICAGO	10.0.2560.410.00.0000.00	FOOD/TURKEY BRST/BREAD/BUTTER	\$686.01
Check Total:						\$686.01
7400026029	01/20/2022	1168	SYSCO FOOD SERVICES-CHICAGO	10.0.2560.410.00.0000.00	MAYONNAISE PACKET	\$30.65
7400026029	01/20/2022	1168	SYSCO FOOD SERVICES-CHICAGO	10.0.2560.400.00.0000.00	GLOVE CUT RESIST HD	\$102.27
Check Total:						\$132.92
NCB	01/11/2022	1164	TARGET	10.0.1125.493.09.0000.01	PRE-K SNACKS	\$144.36
NCB	01/11/2022	1164	TEACHERS DISCOVERY	10.0.1100.439.00.0000.03	FRIENDSHIP BRACELET	\$41.00
NCB	01/03/2022	1155	TEACHERS RETIREMENT SYSTEM	10.0.2310.211.00.0000.00	ADJUSTMENTS TO EARNINGS	\$4,785.90
NCB	01/04/2022	1156	TEACHERS RETIREMENT SYSTEM	10.0.1100.801.00.0000.00	INS	\$19,227.63
Check Total:						\$24,198.89
7400026030	01/20/2022	1168	TENNANT SALES AND SERVICE COMPANY	20.0.2540.416.00.0000.02	VACUUM BAG	\$584.40
7400026030	01/20/2022	1168	TENNANT SALES AND SERVICE COMPANY	20.0.2540.416.00.0000.02	WHEEL,SCRBR,198MM, W/TAPER	\$196.00
Check Total:						\$780.40
NCB	01/11/2022	1164	THE HOME DEPOT	20.0.2540.400.00.0000.01	MAINTENANCE SUPPLIES/WALL	\$57.07
NCB	01/11/2022	1164	THE MARTIAN GARDEN	10.0.1100.410.21.0000.03	MOJAVE MARS SIMULANT	\$39.99
Check Total:						\$97.06

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400025979	01/06/2022	1157	THE OFFICE OF THE STATE FIRE MARSHAL	20.0.2540.320.00.0000.01	CERTIFICATE FEE/BOILER	\$140.00
7400025979	01/06/2022	1157	THE OFFICE OF THE STATE FIRE MARSHAL	20.0.2540.320.00.0000.02	CERTIFICATE FEE BOILER/PV	\$140.00
7400025979	01/06/2022	1157	THE OFFICE OF THE STATE FIRE MARSHAL	20.0.2540.320.00.0000.03	SERMETA/FIRE STORAGE WATER HEATER	\$70.00
Check Total:						\$350.00
7400026031	01/20/2022	1168	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$82.64
7400026031	01/20/2022	1168	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$616.35
7400026031	01/20/2022	1168	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$314.25
7400026031	01/20/2022	1168	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$384.74
7400026031	01/20/2022	1168	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$12.15
Check Total:						\$1,410.13
7400026032	01/20/2022	1168	THERMOSYSTEMS, LLC	20.0.2540.400.00.0000.01	COIL H-TRANS	\$687.17
Check Total:						\$687.17
7400026033	01/20/2022	1168	THOMSON REUTERS - WEST	10.0.2310.300.00.0000.00	ONLINE/SOFTWARE SUBSCRIPTION CHARGES	\$355.40
Check Total:						\$355.40
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	5th Grade Teacher 1 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	5th Grade Teacher 2 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	5th Grade Teacher 3 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	5th Grade Teacher 4 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	5th Grade Teacher 5 21-22 Combo TFK Subscription	\$90.00

Lincolnwood School District 74

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2022 - 01/28/2022

Sort By: Vendor

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2021-2022

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

☒ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	5th Grade Teacher 6 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	3rd Grade Teacher 1 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	3rd Grade Teacher 2 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	3rd Grade Teacher 3 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	3rd Grade Teacher 4 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	3rd Grade Teacher 5 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	3rd Grade Teacher 6 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	3rd Grade Teacher 7 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	4th Grade Teacher 1 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	4th Grade Teacher 2 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	4th Grade Teacher 3 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	4th Grade Teacher 4 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	4th Grade Teacher 5 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	4th Grade Teacher 6 21-22 Combo TFK Subscription	\$90.00
7400026034	01/20/2022	1168	TIME FOR KIDS	10.0.1100.410.23.0000.02	4th Grade Teacher 7 21-22 Combo TFK Subscription	\$90.00

Lincolnwood School District 74

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2022 - 01/28/2022

Sort By: Vendor

Fiscal Year: 2021-2022

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

☒ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
Check Total:						\$1,800.00
7400025980	01/06/2022	1157	TK ELEVATOR CORPORTATION	20.0.2540.320.00.0000.02	PLATINUM/FULL	\$1,398.13
Check Total:						\$1,398.13
NCB	01/07/2022	1162	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$812.50
NCB	01/21/2022	1175	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$50.00
NCB	01/21/2022	1175	VALIC	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$50.00
NCB	01/21/2022	1175	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$854.00
NCB	01/07/2022	1162	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,682.50
NCB	01/21/2022	1175	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,724.00
NCB	01/07/2022	1162	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$50.00
NCB	01/07/2022	1162	VALIC	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$50.00
Check Total:						\$5,273.00
7400026035	01/20/2022	1168	VANGUARD ENERGY SERVICES	20.0.2540.465.00.0000.00	NATURAL GAS	\$7,338.38
Check Total:						\$7,338.38
7400025955	01/03/2022	1154	VISION SERVICE PLAN	10.3.0499.604.00.0000.00	EMPLOYEE BENEFIT- VISION	\$208.80
7400025955	01/03/2022	1154	VISION SERVICE PLAN	20.3.0499.604.00.0000.00	EMPLOYEE BENEFIT- VISION	\$22.06
7400025955	01/03/2022	1154	VISION SERVICE PLAN	10.3.0499.604.00.0000.00	EMPLOYEE BENEFIT- VISION	\$208.80
7400025955	01/03/2022	1154	VISION SERVICE PLAN	20.3.0499.604.00.0000.00	EMPLOYEE BENEFIT- VISION	\$22.06
7400025955	01/03/2022	1154	VISION SERVICE PLAN	10.3.0499.604.00.0000.00	EMPLOYEE BENEFIT- VISION	\$44.12
Check Total:						\$505.84
7400025981	01/06/2022	1157	WHITT LAW LLC	10.0.2310.318.00.0000.00	BALANCE/GENERAL BUSINESS FILE	\$42.00
Check Total:						\$42.00
7400026036	01/20/2022	1168	WHITT LAW LLC	10.0.2310.318.00.0000.00	LEGAL SERVICES RENDERED	\$4,305.00
7400026036	01/20/2022	1168	WHITT LAW LLC	10.0.2310.318.00.0000.00	LEGAL SERVICES RENDERED	\$42.00
Check Total:						\$4,347.00
Bank Total:						\$1,123,267.74

Lincolnwood School District 74

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2022 - 01/28/2022

Sort By: Vendor

Fiscal Year: 2021-2022

Voucher Range: -

Dollar Limit: \$0.00

☐ **Print Employee Vendor Names**

☐ **Exclude Voided Checks**

☐ **Exclude Manual Checks**

☒ **Include Non Check Batches**

Check Number	Date	Voucher	Payee	Account	Description	Amount
<u>Fund</u>			<u>Amount</u>			
10						\$672,856.34
20						\$142,941.42
40						\$66,627.09
60						\$23,556.50
90						\$217,286.39
Fund Totals:			\$1,123,267.74			

End of Report

Disbursements Grand Total: \$1,123,267.74