

LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
Finance Committee Meeting AGENDA
Thursday, October 24, 2024 at **5:30 PM**

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

ADMINISTRATION
Dr. David L. Russo, *Superintendent of Schools*
Dr. Dominick M. Lupo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

*Agenda of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, to be held in the Marvin Garlich Administration Building
6950 N. East Prairie Road
Lincolnwood, Illinois 60712,
on Thursday, October 24, 2024.*

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

PLEASE NOTE: The meeting starts at 5:30 p.m. (vs. 6:30 p.m.).

1. CALL TO ORDER/ROLL CALL

FINANCE COMMITTEE MEMBERS

- Peter D. Theodore (BOE), Chair
- Jay Oleniczak (BOE), Co-Chair
- John P. Vranas (BOE)
- Michael Bartholomew, Community Member
- Maja Kenjar, Community Member
- Steven Pawlow, Community Member
- Paul Stellatos, Community Member

ADMINISTRATORS/STAFF

- Dr. David L. Russo, Superintendent of Schools
- Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction
- Courtney Whited, Business Manager/CSBO
- Jordan Stephen, Director of Technology

2. AUDIENCE TO VISITORS

3. APPROVAL OF MINUTES

- a. Finance Committee Meeting Minutes - **JULY 18, 2024** 3

Motion by member: _____ Seconded by: _____

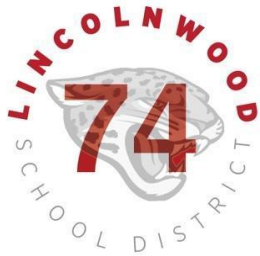
- b. Finance Committee Meeting Minutes - **SEPTEMBER 19, 2024** 6

Motion by member: _____ Seconded by: _____

4.	<u>INFORMATION/DISCUSSION</u> : FUND BALANCE REPORT	
	a. Fund Balance Report - AUGUST 2024	8
5.	OLD BUSINESS	
6.	NEW BUSINESS	
	a. <u>INFORMATION/DISCUSSION/ACTION</u> : 2024 Estimated Levy Draft	<u>16</u>
	b. <u>INFORMATION/DISCUSSION/ACTION</u> : WasteNot, Inc. Service Contract	<u>42</u>
	c. <u>INFORMATION/DISCUSSION/ACTION</u> : Heartland School Solutions - Mosaic Platform	<u>56</u>
7.	<u>INFORMATION/DISCUSSION</u> : District Purchasing Update(s) - <i>Dr. David L. Russo, Dr. Dominick M. Lupo, Jordan Stephen</i>	
	a. Flocabulary Renewal for 2024-2025	
	b. XtraMath Renewal for 2024-2025	
	c. BreakoutEDU Renewal for 2024-2025	
	d. Signup Genius Platinum Renewal for 2024-2025	
	e. BrainPop ELL Addition 2024-2025	
8.	<u>INFORMATION/DISCUSSION</u> : District Finance Update - <i>Courtney Whited, Business Manager/CSBO</i>	
	a. On October 10th, District 219 indicated the intent to go out to bid for regular education transportation services for the District cohort including 70, 71, 74, and 219. After the 2015 contract and nine-year series of amendments to extend it, the Districts must issue a Request for Proposals.	
	b. Administration and District legal counsel are working through the process for the full Board's approval relative to the increase in Administrative Costs on the adopted FY2025 Budget.	
	c. In general, the Board of Education needs three meetings to address all necessary legal steps for the sale of working cash bonds. This timeline enables the District to generate working cash bond proceeds by April 15, 2025:	
	January 9, 2025 – Board adopts resolution of intent & a resolution calling a BINA hearing at regular meeting	
	February 6, 2025 – Board holds BINA hearing at regular meeting	
	March 6, 2025 – Board adopts parameters resolution for the bond sale	
	Late March 2025 – Bonds sold; delegates approve results	
	April 15, 2025 – Bond issue closes; District receives proceeds	
9.	ADJOURNMENT	
	Motion by member: _____ Seconded by: _____	

Dr. David L. Russo, Superintendent of Schools

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



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
Finance Committee Meeting Minutes
Thursday, July 18, 2024 at **6:30 PM**

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

ADMINISTRATION
Dr. David L. Russo, *Superintendent of Schools*
Dr. Dominick M. Lupo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

Minutes of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Marvin Garlich Administration Building 6950 N. East Prairie Road, Lincolnwood, Illinois 60712, on Thursday, July 18, 2024.

1. CALL TO ORDER/ROLL CALL

Chair Theodore called the Finance Committee meeting to order at 6:33 p.m.

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair
Jay Oleniczak (BOE), Co-Chair (left the meeting at 7:55 p.m.)
John P. Vranas (BOE)
Steven Pawlow, Community Member

FINANCE COMMITTEE MEMBERS NOT PRESENT

Michael Bartholomew, Community Member
Maja Kenjar, Community Member
Paul Stellatos, Community Member

ADMINISTRATORS/STAFF

Dr. David L. Russo, Superintendent of Schools
Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction
Courtney Whited, Business Manager/CSBO

OTHERS PRESENT

Tammie Beckwith Schallmo, PMA Financial Network, LLC

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **MARCH 21, 2024**

A motion was made, seconded, and passed to approve the minutes from the March 21, 2024, Finance Committee meeting.

b. Finance Committee Meeting Minutes - **APRIL 18, 2024**

A motion was made, seconded, and passed to approve the minutes from the April 18, 2024, Finance

Committee meeting.

c. Finance Committee Meeting Minutes - **MAY 23, 2024**

A motion was made, seconded, and passed to approve the minutes from the May 23, 2024, Finance Committee meeting.

d. Finance Committee Meeting Minutes - **JUNE 13, 2024**

A motion was made, seconded, and passed to approve the minutes from the June 13, 2024, Finance Committee meeting.

4. FUND BALANCE REPORT

a. Fund Balance Report - **MAY 2024**

Courtney Whited, Business Manager/CSBO, presented the Fund Balance Report for May 2024.

5. OLD BUSINESS

None

6. NEW BUSINESS

a. SD74 Debt Review with Tammie Beckwith Schallmo, PMA Financial Network, LLC - Senior Vice President, Managing Director

Tammie Beckwith Schallmo, PMA Financial Network, LLC outlined the amount of debt the District is allowed to carry by statute. She went on to summarize the existing debt amounts and reviewed those debt series that are callable and when the conditions become favorable to call bonds. The presentation next covered an explanation of the Debt Service Extension Base (DSEB). The District has a DSEB of \$1,974,100 for levy year 2024. The DSEB is increased by the CPI annually. Tammie outlined the steps in a timeline for the Board to sell bonds based upon law and illustrated how the District's current debt structure compares to the maximum DSEB amount. Tammie explained that a recent change in law allows the District to sell Life Safety bonds and those would fall outside the DSEB level. She reviewed a historical analysis of tax exempt rates.

Tammie reviewed scenarios to sell future bonds and to call Series 2016 bonds, outlining the payment structure and how that relates to the District's DSEB. The presentation concluded with a possible timeline to sell bonds should the Board of Education choose to do so. The Committee asked if a certain amount of money in a bond sale could be designated as Life Safety and the balance of the bond sale as Working Cash. Tammie indicated that would be allowable as long as the District had the documented Life Safety projects.

b. Tentative Budget for Fiscal Year 2025

Courtney reviewed the timeline for the Budget approval for FY25 and fund balance actuals for FY24. Courtney summarized tentative budget projections for FY25 with a breakdown of budget figures for FY24 actuals and FY25 budget amounts for each individual fund. The presentation continued with various graphic representations of expenditures by object and revenues by source. She concluded with a history of fund balances and the FY25 Tentative Budget summary along with an explanation of estimated limitation of administrative costs in the State budget sheets.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration's recommendation to the Board of Education to support both the publication of the attached Legal Notice on July 25, 2024 and the presentation of the District's Fiscal Year 2025 Tentative Budget to the Board of Education on August 1, 2024.

c. SuperEval Subscription Proposal for 2024-2025 School Year

The Finance Committee members in attendance stated their support of the Administrative recommendation to the Board of Education to approve this Proposal in the amount of \$4,236 from SuperEval to provide a superintendent evaluation tool for the 2024-2025 school year.

d. Intergovernmental Agreement (IGA) Amendment Between the Village of Lincolnwood and Lincolnwood School District 74 Relevant to Crossing Guard Services with a Separate Traffic IGA

The Finance Committee members in attendance stated their support of the Administrative recommendation to the Board of Education to approve this Amendment to the Village IGA relevant to crossing guard services and this Traffic IGA as presented.

7. District Finance Update - *Courtney Whited, Business Manager/CSBO*

a. Chandani & Burns, LLC.

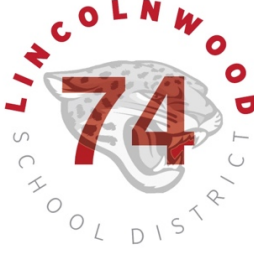
8. ADJOURNMENT.

The members in attendance stated their support to adjourn the Finance Committee meeting. The Finance Committee meeting was adjourned at 8:04 p.m.

The next Finance Committee meeting will be Thursday, August 22, 2024 at 6:30 p.m. The public is welcome.

Peter D. Theodore, Chair

Jay Oleniczak, Co-chair

	<p>LINCOLNWOOD SCHOOL DISTRICT 74 BOARD OF EDUCATION Finance Committee Meeting Minutes Thursday, September 19, 2024 at 6:30 PM</p>	<p>BOARD OF EDUCATION Kevin Daly, President Peter D. Theodore, Vice President John P. Vranas, Secretary Myra A. Foutris Ted Kwon Jay Oleniczak Rupal Shah Mandal</p> <p>ADMINISTRATION Dr. David L. Russo, Superintendent of Schools Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction Courtney Whited, Business Manager/CSBO</p>
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Minutes of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Marvin Garlich Administration Building 6950 N. East Prairie Road, Lincolnwood, Illinois 60712, on Thursday, September 19, 2024.

1. CALL TO ORDER/ROLL CALL

Chair Theodore called the Finance Committee meeting to order at 6:37 p.m.

FINANCE COMMITTEE MEMBERS

- Peter D. Theodore (BOE), Chair
- Jay Oleniczak (BOE), Co-Chair
- Michael Bartholomew, Community Member
- Steven Pawlow, Community Member

FINANCE COMMITTEE MEMBERS NOT PRESENT

- John P. Vranas (BOE)
- Maja Kenjar, Community Member
- Paul Stellatos, Community Member

ADMINISTRATORS/STAFF

- Dr. David L. Russo, Superintendent of Schools
- Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction
- Courtney Whited, Business Manager/CSBO

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

- a. Finance Committee Meeting Minutes - **August 22, 2024**
 A motion was made, seconded, and passed to approve the minutes from the August 22, 2024, Finance Committee meeting.

4. FUND BALANCE REPORT

a. Fund Balance Report - **JULY 2024**

Courtney Whited, Business Manager/CSBO, presented the Fund Balance Report for July 2024.

5. OLD BUSINESS

None

6. NEW BUSINESS

a. Resolution Authorizing Appointment of Township Trustee of Schools Representative

A motion was made, seconded and passed that the Finance Committee concurs with the Administration's recommendation to the Board of Education to adopt this Resolution Authorizing Appointment of Township Trustee of Schools Representative, Courtney Whited, to the two-year term.

7. District Purchasing Update(s) - *Dr. David L. Russo, Dr. Dominick M. Lupo, Jordan Stephen*

a. SignUpGenius for 2024 – 2025

8. ADJOURNMENT

A motion was made, seconded and passed to adjourn the Finance Committee meeting. The Finance Committee meeting was adjourned at 6:42 p.m.

The next Finance Committee meeting will be Thursday, October 24, 2024 at 6:30 p.m. The public is welcome.

Peter D. Theodore, Chair

Jay Oleniczak, Co-chair

Lincolnwood School District 74

Fund Balances

Fiscal Year: 2024-2025

Month: August

Year: 2024

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	\$16,430,579.03	\$10,622,637.48	(\$1,641,882.43)	\$0.00	\$25,411,334.08
20	OPERATIONS & MAINTENANCE	\$2,129,075.85	\$972,031.01	(\$422,516.13)	\$0.00	\$2,678,590.73
30	DEBT SERVICE	\$820,485.25	\$808,108.60	\$0.00	\$0.00	\$1,628,593.85
40	TRANSPORTATION	\$1,844,953.06	\$479,764.24	(\$146,122.85)	\$0.00	\$2,178,594.45
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$796,532.07	\$52,198.90	(\$28,360.77)	\$0.00	\$820,370.20
52	SOCIAL SECURITY AND MEDICARE	\$388,614.04	\$141,030.57	(\$38,729.77)	\$0.00	\$490,914.84
60	CAPITAL PROJECTS	\$5,878,829.57	\$178,495.33	(\$2,275,395.40)	\$0.00	\$3,781,929.50
70	WORKING CASH	\$604,360.19	\$2,231.35	\$0.00	\$0.00	\$606,591.54
80	TORT IMMUNITY	\$477,855.04	\$91,497.50	\$0.00	\$0.00	\$569,352.54
90	FIRE PREVENTION & SAFETY	\$1,813,795.36	\$58,792.39	(\$1,571,615.38)	\$0.00	\$300,972.37
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$31,185,079.46	\$13,406,787.37	(\$6,124,622.73)	\$0.00	\$38,467,244.10

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 08/31/2024

Fiscal Year: 2024-2025

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$37,908,064.63
Imprest Fund (+)	\$14,965.97
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$37,923,130.60
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DUE FROM OTHER GOVERNMENTS

Inter-Governmental Loans (+)	(\$467.03)
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Sub-total : DUE FROM OTHER GOVERNMENTS	(\$467.03)
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Total : ASSETS	\$37,922,663.57
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LIABILITIES

ACCOUNTS PAYABLE

Accounts Payable (+)	\$61,290.18
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Sub-total : ACCOUNTS PAYABLE	\$61,290.18
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OTHER CURRENT LIABILITIES

Other Liabilities (+)	\$36,567.32
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Payroll Liabilities (+)	(\$642,438.03)
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Sub-total : OTHER CURRENT LIABILITIES	(\$605,870.71)
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Total : LIABILITIES	(\$544,580.53)
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FUND BALANCE

Unreserved Fund Balance

Fund Balance (+)	\$31,185,079.46
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Sub-total : Unreserved Fund Balance	\$31,185,079.46
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NET INCREASE (DECREASE)

NET INCREASE (DECREASE) (+)	\$7,282,164.64
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Sub-total : NET INCREASE (DECREASE)	\$7,282,164.64
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Total : FUND BALANCE	\$38,467,244.10
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Total LIABILITIES + FUND BALANCE	\$37,922,663.57
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End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 08/01/2024 through 08/31/2024

Fiscal Year: 2024-2025

	<u>08/01/2024 - 08/31/2024</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
REVENUE					
LOCAL SOURCES					
Property Tax Receipts (+)	\$7,140,372.01	\$12,581,746.22	\$28,432,547.00	\$15,850,800.78	44.3%
Payments in Lieu of Taxes (+)	\$36,717.19	\$233,571.27	\$900,000.00	\$666,428.73	26.0%
Tuition Payments Received (+)	\$0.00	\$0.00	\$219,161.00	\$219,161.00	0.0%
Interest Revenue Received (+)	\$50,006.31	\$97,783.99	\$725,000.00	\$627,216.01	13.5%
Sales to Pupils & Adults (+)	\$1,130.50	(\$432.64)	\$210,000.00	\$210,432.64	-0.2%
Activity Fees Received (+)	\$112.00	\$2,812.70	\$116,200.00	\$113,387.30	2.4%
Other Local Revenue (+)	\$61,459.59	\$154,398.34	\$382,647.00	\$228,248.66	40.4%
Rental Revenue (+)	\$208.00	\$832.00	\$103,015.00	\$102,183.00	0.8%
Sub-total : LOCAL SOURCES	\$7,290,005.60	\$13,070,711.88	\$31,088,570.00	\$18,017,858.12	42.0%
STATE SOURCES					
State Grants & Aid Received (+)	\$106,162.00	\$106,162.00	\$1,841,000.00	\$1,734,838.00	5.8%
Sub-total : STATE SOURCES	\$106,162.00	\$106,162.00	\$1,841,000.00	\$1,734,838.00	5.8%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	\$6,122.64	\$229,913.49	\$865,430.00	\$635,516.51	26.6%
Sub-total : FEDERAL SOURCES	\$6,122.64	\$229,913.49	\$865,430.00	\$635,516.51	26.6%
Total : REVENUE	\$7,402,290.24	\$13,406,787.37	\$33,795,000.00	\$20,388,212.63	39.7%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
Salaries (-)	\$288,516.74	\$292,457.28	\$7,969,771.00	\$7,677,313.72	3.7%
Employee Benefits (-)	\$11,337.23	\$12,611.96	\$1,515,245.00	\$1,502,633.04	0.8%
Termination Benefits (-)	\$18,421.19	\$31,498.14	\$405,429.00	\$373,930.86	7.8%
Purchased Services (-)	\$55,280.42	\$116,581.81	\$353,380.00	\$236,798.19	33.0%
Supplies & Materials (-)	\$17,557.45	\$108,280.83	\$688,590.00	\$580,309.17	15.7%
Capital Expenditures (-)	\$11,121.66	\$49,980.66	\$265,600.00	\$215,619.34	18.8%
Other Objects (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$168,500.00	\$168,500.00	0.0%
Sub-total : REGULAR K-12 PROGRAMS	(\$402,234.69)	(\$611,410.68)	(\$11,367,265.00)	(\$10,755,854.32)	5.4%
PRE-K PROGRAMS					
Salaries (-)	\$10,149.24	\$10,149.24	\$251,109.00	\$240,959.76	4.0%
Employee Benefits (-)	\$2,669.13	\$2,669.13	\$82,717.00	\$80,047.87	3.2%
Purchased Services (-)	\$0.00	\$2,000.00	\$2,000.00	\$0.00	100.0%
Supplies & Materials (-)	\$0.00	\$93.68	\$5,200.00	\$5,106.32	1.8%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Sub-total : PRE-K PROGRAMS	(\$12,818.37)	(\$14,912.05)	(\$341,776.00)	(\$326,863.95)	4.4%
SPECIAL ED PROGRAMS K-12					
Salaries (-)	\$60,882.89	\$60,882.89	\$1,572,954.00	\$1,512,071.11	3.9%
Employee Benefits (-)	\$9,548.33	\$9,548.33	\$377,575.00	\$368,026.67	2.5%
Purchased Services (-)	\$0.00	\$449.82	\$2,000.00	\$1,550.18	22.5%
Supplies & Materials (-)	\$660.78	\$660.78	\$3,750.00	\$3,089.22	17.6%
Capital Expenditures (-)	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.0%
Non-Capital Equipment (-)	\$0.00	\$0.00	\$3,000.00	\$3,000.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 08/01/2024 through 08/31/2024

Fiscal Year: 2024-2025

	08/01/2024 - 08/31/2024	Year To Date	Budget	Budget Balance	
Sub-total : SPECIAL ED PROGRAMS K-12	(\$71,092.00)	(\$71,541.82)	(\$1,963,279.00)	(\$1,891,737.18)	3.6%
REMEDIAL & SUPPLEMENTAL K-12					
Salaries (-)	\$24,196.42	\$24,196.42	\$629,107.00	\$604,910.58	3.8%
Employee Benefits (-)	\$724.11	\$724.11	\$116,539.00	\$115,814.89	0.6%
Purchased Services (-)	\$0.00	\$21,589.87	\$90,000.00	\$68,410.13	24.0%
Supplies & Materials (-)	\$0.00	\$1,674.28	\$46,875.00	\$45,200.72	3.6%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$24,920.53)	(\$48,184.68)	(\$882,521.00)	(\$834,336.32)	5.5%
INTERSCHOLASTIC PROGRAMS					
Salaries (-)	\$683.15	\$683.15	\$111,000.00	\$110,316.85	0.6%
Employee Benefits (-)	\$18.46	\$18.46	\$6,500.00	\$6,481.54	0.3%
Supplies & Materials (-)	\$0.00	\$0.00	\$7,250.00	\$7,250.00	0.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$3,800.00	\$3,800.00	0.0%
Sub-total : INTERSCHOLASTIC PROGRAMS	(\$701.61)	(\$701.61)	(\$130,050.00)	(\$129,348.39)	0.5%
SUMMER SCHOOL PROGRAMS					
Salaries (-)	\$24,090.81	\$36,169.76	\$73,000.00	\$36,830.24	49.5%
Employee Benefits (-)	\$1,065.15	\$1,562.25	\$3,720.00	\$2,157.75	42.0%
Supplies & Materials (-)	\$1,408.96	\$2,264.34	\$3,000.00	\$735.66	75.5%
Sub-total : SUMMER SCHOOL PROGRAMS	(\$26,564.92)	(\$39,996.35)	(\$79,720.00)	(\$39,723.65)	50.2%
GIFTED PROGRAMS					
Salaries (-)	\$21,647.08	\$21,647.08	\$563,324.00	\$541,676.92	3.8%
Employee Benefits (-)	\$648.27	\$648.27	\$124,569.00	\$123,920.73	0.5%
Supplies & Materials (-)	\$0.00	\$0.00	\$4,375.00	\$4,375.00	0.0%
Sub-total : GIFTED PROGRAMS	(\$22,295.35)	(\$22,295.35)	(\$692,268.00)	(\$669,972.65)	3.2%
BILINGUAL PROGRAMS					
Salaries (-)	\$27,139.49	\$27,139.49	\$708,394.00	\$681,254.51	3.8%
Employee Benefits (-)	\$824.50	\$824.50	\$141,805.00	\$140,980.50	0.6%
Purchased Services (-)	\$0.00	\$0.00	\$3,750.00	\$3,750.00	0.0%
Supplies & Materials (-)	\$76.90	\$109.84	\$7,925.00	\$7,815.16	1.4%
Sub-total : BILINGUAL PROGRAMS	(\$28,040.89)	(\$28,073.83)	(\$861,874.00)	(\$833,800.17)	3.3%
ATTENDANCE & SOCIAL WORK					
Salaries (-)	\$16,339.89	\$16,339.89	\$424,837.00	\$408,497.11	3.8%
Employee Benefits (-)	\$489.58	\$489.58	\$45,177.00	\$44,687.42	1.1%
Purchased Services (-)	\$0.00	\$0.00	\$900.00	\$900.00	0.0%
Supplies & Materials (-)	\$0.00	\$264.02	\$2,785.00	\$2,520.98	9.5%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$16,829.47)	(\$17,093.49)	(\$473,699.00)	(\$456,605.51)	3.6%
HEALTH SERVICES					
Salaries (-)	\$7,008.42	\$7,649.15	\$160,245.00	\$152,595.85	4.8%
Employee Benefits (-)	\$2,007.76	\$2,064.55	\$67,815.00	\$65,750.45	3.0%
Purchased Services (-)	\$0.00	\$0.00	\$121,000.00	\$121,000.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 08/01/2024 through 08/31/2024

Fiscal Year: 2024-2025

	<u>08/01/2024 - 08/31/2024</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Supplies & Materials (-)	\$0.00	\$32.69	\$5,400.00	\$5,367.31	0.6%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,300.00	\$1,300.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Non-Capital Equipment (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Sub-total : HEALTH SERVICES	(\$9,016.18)	(\$9,746.39)	(\$358,010.00)	(\$348,263.61)	2.7%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$7,377.59	\$7,377.59	\$191,817.00	\$184,439.41	3.8%
Employee Benefits (-)	\$220.79	\$220.79	\$17,874.00	\$17,653.21	1.2%
Purchased Services (-)	\$0.00	\$823.31	\$4,300.00	\$3,476.69	19.1%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,575.00	\$1,575.00	0.0%
Sub-total : PSYCHOLOGICAL SERVICES	(\$7,598.38)	(\$8,421.69)	(\$215,566.00)	(\$207,144.31)	3.9%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$10,028.92	\$10,028.92	\$260,752.00	\$250,723.08	3.8%
Employee Benefits (-)	\$300.87	\$300.87	\$44,715.00	\$44,414.13	0.7%
Purchased Services (-)	\$58.30	\$1,144.58	\$58,700.00	\$57,555.42	1.9%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,550.00	\$1,550.00	0.0%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$10,388.09)	(\$11,474.37)	(\$365,717.00)	(\$354,242.63)	3.1%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$823.68	\$823.68	\$90,000.00	\$89,176.32	0.9%
Employee Benefits (-)	\$32.84	\$32.84	\$8,040.00	\$8,007.16	0.4%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$856.52)	(\$856.52)	(\$98,040.00)	(\$97,183.48)	0.9%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$35,607.94	\$56,381.56	\$405,333.00	\$348,951.44	13.9%
Employee Benefits (-)	\$5,298.56	\$9,760.57	\$60,561.00	\$50,800.43	16.1%
Purchased Services (-)	\$3,902.26	\$5,936.26	\$58,600.00	\$52,663.74	10.1%
Supplies & Materials (-)	\$0.00	\$670.32	\$2,000.00	\$1,329.68	33.5%
Other Objects (-)	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.0%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$44,808.76)	(\$72,748.71)	(\$530,494.00)	(\$457,745.29)	13.7%
EDUCATIONAL MEDIA					
Salaries (-)	\$11,322.12	\$11,322.12	\$294,375.00	\$283,052.88	3.8%
Employee Benefits (-)	\$339.64	\$339.64	\$35,505.00	\$35,165.36	1.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$19,900.00	\$19,900.00	0.0%
Sub-total : EDUCATIONAL MEDIA	(\$11,661.76)	(\$11,661.76)	(\$349,780.00)	(\$338,118.24)	3.3%
ASSESSMENT & TESTING					
Supplies & Materials (-)	\$0.00	\$0.00	\$100.00	\$100.00	0.0%
Sub-total : ASSESSMENT & TESTING	\$0.00	\$0.00	(\$100.00)	(\$100.00)	0.0%
ADMIN SERVICES - BOARD OF ED					
Employee Benefits (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Purchased Services (-)	\$9,277.86	\$26,939.84	\$213,000.00	\$186,060.16	12.6%
Supplies & Materials (-)	\$408.90	\$500.89	\$2,500.00	\$1,999.11	20.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 08/01/2024 through 08/31/2024

Fiscal Year: 2024-2025

	<u>08/01/2024 - 08/31/2024</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Other Objects (-)	\$0.00	\$0.00	\$16,000.00	\$16,000.00	0.0%
Sub-total : ADMIN SERVICES - BOARD OF ED	(\$9,686.76)	(\$27,440.73)	(\$236,500.00)	(\$209,059.27)	11.6%
SUPERINTENDENT					
Salaries (-)	\$32,307.69	\$53,186.81	\$282,419.00	\$229,232.19	18.8%
Employee Benefits (-)	\$14,546.94	\$18,438.95	\$57,281.00	\$38,842.05	32.2%
Purchased Services (-)	\$76.34	\$16.34	\$4,000.00	\$3,983.66	0.4%
Supplies & Materials (-)	\$0.00	\$83.20	\$2,000.00	\$1,916.80	4.2%
Other Objects (-)	\$350.00	\$382.99	\$3,000.00	\$2,617.01	12.8%
Sub-total : SUPERINTENDENT	(\$47,280.97)	(\$72,108.29)	(\$348,700.00)	(\$276,591.71)	20.7%
ADMIN SERVICES - SPECIAL ED					
Salaries (-)	\$18,218.79	\$30,364.65	\$157,897.00	\$127,532.35	19.2%
Employee Benefits (-)	\$4,298.17	\$8,266.32	\$48,032.00	\$39,765.68	17.2%
Purchased Services (-)	\$0.00	\$0.00	\$1,350.00	\$1,350.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$300.00	\$300.00	0.0%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$22,516.96)	(\$38,630.97)	(\$207,579.00)	(\$168,948.03)	18.6%
WORKERS COMPENSATION INSURANCE					
Purchased Services (-)	\$0.00	\$0.00	\$72,000.00	\$72,000.00	0.0%
Sub-total : WORKERS COMPENSATION INSURANCE	\$0.00	\$0.00	(\$72,000.00)	(\$72,000.00)	0.0%
PROPERTY INSURANCE					
Purchased Services (-)	\$0.00	\$0.00	\$122,000.00	\$122,000.00	0.0%
Sub-total : PROPERTY INSURANCE	\$0.00	\$0.00	(\$122,000.00)	(\$122,000.00)	0.0%
PRINCIPAL					
Salaries (-)	\$85,179.33	\$138,738.25	\$739,568.00	\$600,829.75	18.8%
Employee Benefits (-)	\$18,235.11	\$34,607.12	\$224,022.00	\$189,414.88	15.4%
Purchased Services (-)	\$161.21	\$764.77	\$6,000.00	\$5,235.23	12.7%
Supplies & Materials (-)	\$0.00	\$14.87	\$4,000.00	\$3,985.13	0.4%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Other Objects (-)	\$0.00	\$54.00	\$2,400.00	\$2,346.00	2.3%
Sub-total : PRINCIPAL	(\$103,575.65)	(\$174,179.01)	(\$976,990.00)	(\$802,810.99)	17.8%
OTHER SUPPORT SERVICES - SCH ADMIN					
Salaries (-)	\$13,377.00	\$22,295.00	\$115,935.00	\$93,640.00	19.2%
Employee Benefits (-)	\$2,897.55	\$5,622.40	\$33,050.00	\$27,427.60	17.0%
Sub-total : OTHER SUPPORT SERVICES - SCH ADMIN	(\$16,274.55)	(\$27,917.40)	(\$148,985.00)	(\$121,067.60)	18.7%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	\$23,774.31	\$39,623.85	\$206,044.00	\$166,420.15	19.2%
Employee Benefits (-)	\$3,201.62	\$6,096.31	\$35,351.00	\$29,254.69	17.2%
Other Objects (-)	\$0.00	\$131.79	\$1,500.00	\$1,368.21	8.8%
Sub-total : OPERATION OF BUSINESS SERVICES	(\$26,975.93)	(\$45,851.95)	(\$242,895.00)	(\$197,043.05)	18.9%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 08/01/2024 through 08/31/2024

Fiscal Year: 2024-2025

	<u>08/01/2024 - 08/31/2024</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
FISCAL SERVICES					
Salaries (-)	\$29,131.56	\$48,552.60	\$252,774.00	\$204,221.40	19.2%
Employee Benefits (-)	\$10,153.47	\$18,764.91	\$106,938.00	\$88,173.09	17.5%
Purchased Services (-)	\$225.17	\$256.67	\$117,400.00	\$117,143.33	0.2%
Supplies & Materials (-)	\$992.71	\$1,986.71	\$5,500.00	\$3,513.29	36.1%
Other Objects (-)	\$0.00	(\$47.58)	\$30,000.00	\$30,047.58	-0.2%
Sub-total : FISCAL SERVICES	(\$40,502.91)	(\$69,513.31)	(\$512,612.00)	(\$443,098.69)	13.6%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	\$0.00	\$19,341.73	\$358,818.00	\$339,476.27	5.4%
Capital Expenditures (-)	\$124,785.86	\$2,275,045.05	\$2,923,502.00	\$648,456.95	77.8%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$124,785.86)	(\$2,294,386.78)	(\$3,282,320.00)	(\$987,933.22)	69.9%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	\$64,058.15	\$106,726.59	\$573,222.00	\$466,495.41	18.6%
Employee Benefits (-)	\$17,226.72	\$31,067.16	\$179,849.00	\$148,781.84	17.3%
Purchased Services (-)	\$99,926.31	\$183,100.89	\$1,151,700.00	\$968,599.11	15.9%
Supplies & Materials (-)	\$52,342.24	\$107,761.11	\$515,950.00	\$408,188.89	20.9%
Capital Expenditures (-)	\$9,500.00	\$1,562,124.00	\$1,919,270.00	\$357,146.00	81.4%
Other Objects (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$607.92	\$5,000.00	\$4,392.08	12.2%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$243,053.42)	(\$1,991,387.67)	(\$4,345,991.00)	(\$2,354,603.33)	45.8%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$35,684.10	\$146,122.85	\$1,650,000.00	\$1,503,877.15	8.9%
Sub-total : PUPIL TRANSPORTATION	(\$35,684.10)	(\$146,122.85)	(\$1,650,000.00)	(\$1,503,877.15)	8.9%
FOOD SERVICES					
Salaries (-)	\$16,704.21	\$30,477.87	\$303,973.00	\$273,495.13	10.0%
Employee Benefits (-)	\$6,914.04	\$11,346.22	\$120,107.00	\$108,760.78	9.4%
Purchased Services (-)	\$119.31	\$119.31	\$5,000.00	\$4,880.69	2.4%
Supplies & Materials (-)	\$977.50	\$2,722.30	\$282,000.00	\$279,277.70	1.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$7,000.00	\$7,000.00	0.0%
Other Objects (-)	\$99.00	\$198.00	\$1,500.00	\$1,302.00	13.2%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.0%
Sub-total : FOOD SERVICES	(\$24,814.06)	(\$44,863.70)	(\$723,580.00)	(\$678,716.30)	6.2%
INTERNAL SERVICES					
Purchased Services (-)	\$0.00	\$1,683.96	\$27,000.00	\$25,316.04	6.2%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Sub-total : INTERNAL SERVICES	\$0.00	(\$1,683.96)	(\$28,500.00)	(\$26,816.04)	5.9%
INFORMATION SERVICES					
Salaries (-)	\$10,269.84	\$24,969.80	\$96,859.00	\$71,889.20	25.8%
Employee Benefits (-)	\$4,640.02	\$9,960.43	\$50,938.00	\$40,977.57	19.6%
Purchased Services (-)	\$0.00	\$961.50	\$24,500.00	\$23,538.50	3.9%
Supplies & Materials (-)	\$833.78	\$871.76	\$6,500.00	\$5,628.24	13.4%

Operating Statement with Budget

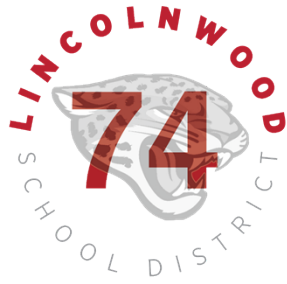
Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 08/01/2024 through 08/31/2024

Fiscal Year: 2024-2025

	<u>08/01/2024 - 08/31/2024</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Other Objects (-)	\$419.88	\$419.88	\$750.00	\$330.12	56.0%
Sub-total : INFORMATION SERVICES	(\$16,163.52)	(\$37,183.37)	(\$179,547.00)	(\$142,363.63)	20.7%
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$62,522.94	\$101,367.47	\$569,435.00	\$468,067.53	17.8%
Employee Benefits (-)	\$14,887.40	\$26,834.01	\$176,370.00	\$149,535.99	15.2%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$700.00	\$700.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : OTHER SUPPORT SERVICES - ADMIN	(\$77,410.34)	(\$128,201.48)	(\$748,005.00)	(\$619,803.52)	17.1%
COMMUNITY SERVICES					
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$800.00	\$800.00	0.0%
Sub-total : COMMUNITY SERVICES	\$0.00	\$0.00	(\$1,800.00)	(\$1,800.00)	0.0%
PAYMENTS TO OTHER LEAs					
Purchased Services (-)	\$0.00	\$0.00	\$211,629.00	\$211,629.00	0.0%
Other Objects (-)	\$25,452.12	\$56,031.96	\$2,896,708.00	\$2,840,676.04	1.9%
Sub-total : PAYMENTS TO OTHER LEAs	(\$25,452.12)	(\$56,031.96)	(\$3,108,337.00)	(\$3,052,305.04)	1.8%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	\$0.00	\$0.00	\$565,000.00	\$565,000.00	0.0%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	\$0.00	(\$565,000.00)	(\$565,000.00)	0.0%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$0.00	\$1,150,000.00	\$1,150,000.00	0.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	\$0.00	(\$1,150,000.00)	(\$1,150,000.00)	0.0%
DEBT SERVICE - OTHER					
Debt Service Fees (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : DEBT SERVICE - OTHER	\$0.00	\$0.00	(\$2,500.00)	(\$2,500.00)	0.0%
Total : EXPENDITURES	(\$1,504,004.67)	(\$6,124,622.73)	(\$37,364,000.00)	(\$31,239,377.27)	16.4%
NET INCREASE (DECREASE)	\$5,898,285.57	\$7,282,164.64	(\$3,569,000.00)	(\$10,851,164.64)	204.0%

End of Report



Executive Summary Finance Committee Meeting

DATE: October 24, 2024

TOPIC: 2024 Estimated Levy Draft

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Background:

The Administration annually presents the Board of Education with the Property Tax Levy. Essentially, the levy is a formal request intended to ask the Cook County Clerk to extend real estate tax collections to the District. The levy must be filed with Cook County on or before the last Tuesday in December which will be December 31, 2024.

Public Act 102-0895 requires each school district to “disclose to the public, at the public hearing at which the district certifies its budget and levy for the taxable year, the cash reserve balance of all funds held by the district related to its operational levy and, if applicable, any obligations secured by those funds” (105 ILCS 5/17-1.3). This fund balance statement is part of the following attachments:

2024 Levy Calendar and Cook County Levy Cycle

Historical levy data

Recommended 2024 levy calculations

Resulting fund balance projections into Fiscal Year 2027

SD74’s June 30, 2024 cash balance (as stated on the Adopted FY2025 Budget)

Certificate of Tax Levy 2024

Resolution Regarding the Estimated Amounts Necessary to be Levied for Tax Year 2024

Notice of Proposed Property Tax Increase for Lincolnwood School District No. 74 (Newspaper/not required)

Certification of Minutes

Fiscal Impact:

The recommended 2024 Levy for Capped Funds in the amount of \$27,000,000 and Non-capped Debt Service Funds in the amount of \$1,414,300 is estimated as follows:

	2023 Extension (Given)	2024 Estimated Levy (Ask) Draft	% Change v. Prior Year Extension
Capped Funds	\$26,352,235	\$27,000,000	+2.46 % Truth in Taxation not required (<5%)
Debt Service	\$1,817,235	\$1,414,300	- 22.17 %
Total	\$28,169,470 +PA Adj. \$216,791	\$28,414,300 +PA Adj. \$unknown	+0.87 %

Recommendation:

The Finance Committee concurs with the Administration to recommend to the Board of Education to approve the Estimated 2024 Property Tax Levy in the amount of \$28,414,300 and approve publication of the corresponding Truth-in-Taxation Notice. This represents a 2.46% increase on last year's capped funds extension combined with a 22.17% decrease on debt service for an overall 0.87% on the prior year's extension.



2024 Levy

Finance Committee Meeting
October 24, 2024

Levy 2024 Calendar

Dates	Events	Tasks
October 24	Finance Committee Meeting	Reach consensus on 2024 tax levy for November's Board Of Education meeting
November 7	Board of Education Meeting	Adopt Estimated 2024 Tax Levy by Resolution; approval to publish the corresponding Notice
November 21	Publish Notice of Proposed Property Tax Increase (Not Required)	Send Notice to <i>Lincolnwood Review</i> for a NOV 21 publication date
November 21	Finance Committee Meeting	Final Levy Review
December 5	Board of Education Meeting w/ Public Hearing	Adopt Final 2024 Levy
December 6	Upload Levy on Cook County Clerk's Website	Submit Adopted Levy to Cook County Clerk before the 12/31/2024 deadline

Cook County Levy Cycle

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2023			Spring Collection of 2022 Taxes (55% of 2021 Extension)			FY23 Ends	FY24 Starts	Summer Collection of 2022 Taxes (2022 Extension - Spring Collection)				File 2023 Levy-Impacts 2023 Tax Bill Paid in 2024
2024			Spring Collection of 2023 Taxes (55% of 2022 Extension)			FY24 Ends	FY25 Starts	Summer Collection of 2023 Taxes (2023 Extension - Spring Collection)		X		File 2024 Levy-Impacts 2024 Tax Bills Paid in 2025
2025			Spring Collection of 2024 Taxes (55% of 2023 Extension)			FY25 Ends	FY26 Starts	Summer Collection of 2024 Taxes (2024 Extension - Spring Collection)				File 2025 Levy-Impacts 2025 Tax Bills Paid in 2026
2026			Spring Collection of 2025 Taxes (55% of 2024 Extension)			FY26 Ends	FY27 Starts	Summer Collection of 2015 Taxes (2025 Extension - Spring Collection)				File 2026 Levy-Impacts 2026 Tax Bills Paid in 2027

2023 Levy Review: Capped Funds Results

Capped Funds	2023 Levy (Ask)	*Extension (Given)	Delta
Educational	\$21,600,000	\$21,993,042	\$393,042
Special Ed.	\$400,000	\$407,263	\$7,263
Op. & Maint.	\$2,105,000	\$2,143,708	\$38,708
Transportation	\$1,050,000	\$1,068,962	\$18,962
IMRF	\$100,000	\$102,435	\$2,435
Social Security	\$300,000	\$305,653	\$5,653
Working Cash	\$1,000	\$826	-\$174
Tort Immunity	\$200,000	\$203,218	\$3,218
Health Life Safety	\$125,000	\$127,218	\$2,218
Total Capped	\$25,881,000	\$26,352,325	\$471,325

*According to the Cook County Clerk's Agency Tax Rate Report released June 24, 2024

2023 Levy Review: Non-Capped Funds Results

Non-Capped Funds	2023 Levy (Ask)	*Extension (Given)	Delta
Debt: Bonds' P&I	\$1,730,700	\$1,817,235	\$86,535
Levy Adj. PA102-0519	\$0	\$216,791	\$216,791
Total Non-Capped	\$1,730,700	\$2,034,026	\$303,326

*According to the Cook County Clerk's Agency Tax Rate Report released June 24, 2024

2023 Levy Review: Overall Results

All SD74 Funds	2023 Levy (Ask)	*Extension (Given)	Delta
Capped Funds	\$25,881,000	\$26,352,325	\$471,325
Non-Capped Funds	\$1,730,700	\$2,034,026	\$303,326
Round-Off Decimal		\$6,425	\$6,425
Overall	\$27,611,700	\$28,392,776	\$781,076

*According to the Cook County Clerk's Agency Tax Rate Report released June 24, 2024

Historical Tax Extensions and Estimated 2024 Levy

Lincolnwood School District 74

Equalized Assessed Value	2018 Actual	2019 Actual/Tri	2020 Actual	2021 Actual	2022 Actual/Tri	2023 Actual	2024 Draft	Equalized Assessed Value
Existing EAV	656,009,814	689,272,436	693,801,908	688,651,634	802,391,603	822,794,014	830,222,296	Est. +0.5% on 2023 EAV
New/Growth/TIF	1,308,720	970,415	44,133,915	970,812	1,836,523	3,297,823	2,500,000	Est. New/Growth/TIF
Total EAV	657,318,534	690,242,851	737,935,823	689,622,446	804,228,126	826,091,837	832,722,296	Estimated Total 2024 EAV

Historical Data	2018 Actual	2019 Actual/Tri	2020 Actual	2021 Actual	2022 Actual/Tri	2023 Actual	2024 Draft	Tax Levy Percent
Consumer Price Index	2.1%	1.9%	2.3%	1.4%	7.0%	6.5%	3.4%	Consumer Price Index (CPI-U)
EAV v. Prior Yr. EAV	-2.1%	4.9%	0.5%	-6.7%	16.4%	2.3%	0.5%	Projected EAV v. Prior Yr. EAV
New/Growth v. Existing EAV	0.2%	0.1%	6.4%	0.1%	0.2%	0.4%	0.3%	New/Growth v. Projected EAV

Tax Rate	2018 Actual	2019 Actual/Tri	2020 Actual	2021 Actual	2022 Actual/Tri	2023 Actual	2024 Draft	Estimated Tax Levy Rate
Educational	2.6634	2.5663	2.5780	2.7507	2.4973	2.4973	2.7079	Educational
Special Ed	0.0473	0.0457	0.0473	0.0521	0.0476	0.0463	0.0600	Special Ed
Op. & Maintenance	0.3120	0.3047	0.3072	0.3372	0.2502	0.2436	0.2642	Operations and Maintenance
Transportation	0.0637	0.0656	0.0763	0.1158	0.1252	0.1219	0.1261	Transportation
Municipal Retirement	0.0275	0.0266	0.0255	0.0290	0.0188	0.0183	0.0060	Municipal Retirement
Social Security	0.0389	0.0440	0.0477	0.0579	0.0438	0.0426	0.0420	Social Security
Working Cash	0.0001	0.0001	0.0001	0.0001	0.0001	0.0001	0.0001	Working Cash
Tort Immunity	0.0001	0.0115	0.0161	0.0323	0.0263	0.0256	0.0168	Tort Immunity
Life Safety	0.0704	0.0682	0.0706	0.0680	0.0302	0.0294	0.0192	Life Safety
Sub-Total Capped Funds	3.223	3.133	3.169	3.443	3.040	3.025	3.242	Sub-Total Capped Funds
One-Time PA 102-0519 Adj.				0.0437	0.0520	0.0262		
Debt Service/Bonds	0.1972	0.2490	0.2328	0.2637	0.2260	0.2260	0.1698	Debt Service Bond & Interest
Total Tax Rate	3.421	3.382	3.402	3.751	3.318	3.277	3.412	Estimated Total Tax Rate

Tax Extension	2018 Actual	2019 Actual/Tri	2020 Actual	2021 Actual	2022 Actual/Tri	2023 Actual	2024 Draft	Tax Levy (The Ask)
Educational	17,507,021	17,713,702	19,024,100	18,969,444	20,630,059	21,993,042	22,549,000	Educational
Special Ed	310,911	315,440	349,230	359,293	382,812	407,263	500,000	Special Ed
Op. & Maintenance	2,050,833	2,103,169	2,266,659	2,325,406	2,012,178	2,143,708	2,200,000	Op. & Maintenance
Transportation	418,711	452,799	563,103	798,582	1,006,893	1,068,962	1,050,000	Transportation
Municipal Retirement	180,762	183,604	187,822	199,990	151,194	102,435	50,000	Municipal Retirement
Social Security	255,696	303,706	351,688	399,291	352,251	305,653	350,000	Social Security/Medicare
Working Cash	657	690	764	689	804	826	1,000	Working Cash
Tort Immunity	657	79,377	118,780	222,748	211,511	203,218	140,000	Tort Immunity
Life Safety	462,752	470,745	521,172	468,943	242,876	127,218	160,000	Life Safety
Sub-Total Cap. Extension	21,188,000	21,623,232	23,383,318	23,744,386	24,990,578	26,352,325	27,000,000	Sub-Total Capped Funds
Current vs. Prior Capped	2.31%	2.05%	8.14%	1.54%	5.25%	5.45%	2.46%	Levy vs. Prior Capped Ext.
P.A. 102-0519 Adj.				301,310	418,279	216,791		Unknown
Debt Service/Bonds	1,296,232	1,718,705	1,717,915	1,818,589	1,817,475	1,817,235	1,414,300	Debt Service Bond & Interest
Total Tax Extension	22,484,232	23,341,937	25,101,233	25,864,285	27,226,332	28,386,351	28,414,300	Total Levy 2024 Draft
<i>Rounded Decimal</i>	2,635	2,077	3,344	3,453	4,832	6,425		
Extension Grand Total	22,486,867	23,344,013	25,104,577	25,867,738	27,231,164	28,392,776		

Assumptions Used to Calculate the 2024 Levy

Pertinent Factors	Assumptions	Details
PTELL-Tax Capped	Yes	Limited by 5%
Consumer Price Index	3.40%	CPI for 2023 year applies to 2024 Levy
Actual Total EAV 2023	\$826,091,837	Cook Clerk's Agency Tax Rate Report
Estimated EAV 2024	\$830,222,296	Based on History
% Change in EAV	0.5%	
Estimated New Property	\$2,500,000	Based on History; No TIF expiration
Estimated Total EAV 2024	\$832,722,296	Estimated EAV + New Growth
Total Change from 2023	0.80%	Slight increase
Bonds Outstanding	4	Series: 2015, 2016, 2018, 2021
Capped Extension 2023	\$26,352,325	Cook Clerk's Agency Tax Rate Report
Debt Extension 2023	\$1,817,235	Cook Clerk's Agency Tax Rate Report
PA 102-0519 in 2023	\$216,791	Cook Clerk's Agency Tax Rate Report
Total Extension 2023	\$28,386,351	Cook Clerk's Agency Tax Rate Report

LEVY INPUT PAGE - ASSUMPTIONS

Legend

District Assumptions & Data Entry
Calculated Values
Review Needed

Tax Levy Year

District Name *Enter District Name*

District Number *Enter District Number*

Aggregate or County 1 *Enter County 1 Name or Enter "Aggregate" to enter Aggregate Extension Below*

County 2 *Enter County 2 Name to Itemize County Extension Below*

County 3 *Enter County 3 Name to Itemize County Extension Below*

County 4 *Enter County 4 Name to Itemize County Extension Below*

Fill out County names as needed - leave other boxes blank

PTELL - Tax Capped *Choose Yes or No*

Cook County Prior Year EAV Limit *Choose Yes or No*

Critical Assumptions - Formulas in this workbook are dependent on assumptions entered for PTELL & Cook County questions

Original Tax Levy Certificate

Amended Tax Levy Certificate

Enter "x" in one box only

Lesser of 5% or Consumer Price Index *Lesser of 5% or CPI for Year Ending 2023, Applies to the 2024 Levy*

Actual Rate Setting EAV for 2023 *Enter Actual Rate Setting EAV for 2023*

Estimated Existing EAV % Change for 2024 *Enter Reassessment Percentage Before New Property*

Estimated New Property for 2024 *Enter Estimated New Property*

Triennial Reassessment Cycle
 City of Chicago - 2024
 North Suburbs - 2025
 South & West Suburbs - 2026

Estimated Total EAV for 2024 *Includes New Property*

Total % Change From Prior Year *Includes New Property*

No. of Tax Levied Bond Issues Outstanding *Flow-through to Certificate of Tax Levy, Verify Records with County Clerk(s)*

Note, do not include the amount of PTAB revenue recapture added to the extension pursuant to Public Act 102-0519.

	Input Statutory Maximum Tax Rate	Total 2023 Extension for all Counties	Input 2023 Cook County Extension
Educational		\$21,993,042.00	21,993,042.00
Operations & Maintenance	0.55	\$2,143,708.00	2,143,708.00
Transportation		\$1,068,962.00	1,068,962.00
Working Cash	0.05	\$826.00	826.00
Municipal Retirement		\$102,435.00	102,435.00
Social Security		\$305,653.00	305,653.00
Fire Prevention & Safety *	0.10	\$127,218.00	127,218.00
Tort Immunity		\$203,218.00	203,218.00
Special Education	0.40	\$407,263.00	407,263.00
Leasing	0.10	\$0.00	
Custom Fund Name		\$0.00	

Total Capped Extension for 2023

SEDOL IMRF (Lake County Only)

Bond and Interest Extension for 2023

Total 2023 Extension *Include Abatements for Truth in Taxation (35 ILCS 200/18-70)
 This Includes Abatements for the Property Tax Relief Grant*

* Includes Fire Prevention, Safety, Energy Conservation, Disabled Accessibility, School Security, and Specified Repair Purposes.

2024 LEVY CALCULATION PAGE

Original Assumptions

Consumer Price Index	3.40%
Actual Total EAV for 2023	\$826,091,837

Legend

District Assumptions & Data Entry
Calculated Values
Review Needed

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

Estimated Existing EAV % change for 2024	0.50%
Estimated Existing EAV Value for 2024	\$830,222,296

Estimated New Property for 2024	\$2,500,000
---------------------------------	-------------

Limiting Rate	3.2820
Estimated Capped Extension	\$27,330,355.28

Estimated Total EAV for 2024	\$832,722,296	<i>Includes New Property</i>
Estimated Total EAV % change for 2024	0.80%	<i>Includes New Property</i>

	Prior Year Extension	Statutory Maximum Tax Rate	Individual Fund Estimated Maximum Extension using Prior Year EAV	Weighted Extension Based on Prior Year Extension	Levy Amount \$	Levy Increase %	Final Levy Amount
Educational	\$21,993,042.00			\$22,809,283.49	\$22,549,000		\$22,549,000.00
Operations & Maintenance	\$2,143,708.00	0.55	\$4,557,255.10	\$2,223,268.77	\$2,200,000		\$2,200,000.00
Transportation	\$1,068,962.00			\$1,108,635.05	\$1,050,000		\$1,050,000.00
Working Cash	\$826.00	0.05	\$414,295.92	\$856.66	\$1,000		\$1,000.00
Municipal Retirement	\$102,435.00			\$106,236.73	\$50,000		\$50,000.00
Social Security	\$305,653.00			\$316,996.89	\$350,000		\$350,000.00
Fire Prevention & Safety *	\$127,218.00	0.10	\$828,591.84	\$131,939.52	\$160,000		\$160,000.00
Tort Immunity	\$203,218.00			\$210,760.16	\$140,000		\$140,000.00
Special Education	\$407,263.00	0.40	\$3,314,367.35	\$422,378.01	\$500,000		\$500,000.00
Leasing	\$0.00	0.10	\$828,591.84	\$0.00	\$0		\$0.00
	\$0.00	0.00	\$0.00	\$0.00	\$0		\$0.00

Capped Extension	\$26,352,325.00
------------------	-----------------

\$27,330,355.28

Truth in Taxation		
Capped Levy	\$27,000,000.00	2.46%
		NO

Levy Amount Below Estimated Extension	(\$330,355.28)
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SEDOL IMRF Extension	\$0.00
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Estimated SEDOL IMRF Levy \$0.00
(Lake County Only, Included in Truth in Taxation Calculation)

SEDOL IMRF Levy	\$0.00
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Bond & Interest Extension	\$1,817,235.00
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Estimated Bond and Interest Levy \$1,414,300.00
(County Clerk Levies Bond & Interest for the District, Verify Records with County Clerk)

Bond & Int. Levy	\$1,414,300.00	-22.17%
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Total Extension	\$28,169,560.00
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Total Levy	\$28,414,300.00	0.87%
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Original:
Amended:

ILLINOIS STATE BOARD OF EDUCATION
School Business and Support Services Division
(217) 785-8779

CERTIFICATE OF TAX LEVY

A copy of this Certificate of Tax Levy shall be filed with the County Clerk of each county in which the school district is located on or before the last Tuesday of December.

Table with 3 columns: District Name (Lincolnwood SD), District Number (74), County (Cook)

Amount of Levy

Table listing various levy categories and amounts: Educational (\$22,549,000), Operations & Maintenance (\$2,200,000), Transportation (\$1,050,000), Working Cash (\$1,000), Municipal Retirement (\$50,000), Social Security (\$350,000), Fire Prevention & Safety (\$160,000), Tort Immunity (\$140,000), Special Education (\$500,000), Leasing (\$0), Other (\$0), Total Levy (\$27,000,000)

* Includes Fire Prevention, Safety, Energy Conservation, Disabled Accessibility, School Security, and Specified Repair Purposes.

See explanation on reverse side.

Note: Any district proposing to adopt a levy must comply with the provisions set forth in the Truth in Taxation Law.

We hereby certify that we require:

the sum of 22,549,000 dollars to be levied as a special tax for educational purposes; and
the sum of 2,200,000 dollars to be levied as a special tax for operations and maintenance purposes; and
the sum of 1,050,000 dollars to be levied as a special tax for transportation purposes; and
the sum of 1,000 dollars to be levied as a special tax for a working cash fund; and
the sum of 50,000 dollars to be levied as a special tax for municipal retirement purposes; and
the sum of 350,000 dollars to be levied as a special tax for social security purposes; and
the sum of 160,000 dollars to be levied as a special tax for fire prevention, safety, energy conservation, disabled accessibility, school security and specified repair purposes; and
the sum of 140,000 dollars to be levied as a special tax for tort immunity purposes; and
the sum of 500,000 dollars to be levied as a special tax for special education purposes; and
the sum of 0 dollars to be levied as a special tax for leasing of educational facilities or computer technology or both, and temporary relocation expense purposes; and
the sum of 0 dollars to be levied as a special tax for _____; and
the sum of 0 dollars to be levied as a special tax for _____
on the taxable property of our school district for the year 2024

Signed this 5th day of December 2024. (President)

(Clerk or Secretary of the School Board of Said School District)

When any school is authorized to issue bonds, the school board shall file a certified copy of the resolution in the office of the county clerk of each county in which the district is situated to provide for the issuance of the bonds and to levy a tax to pay for them.

Number of bond issues of said school district that have not been paid in full 4

(Detach and Return to School District)

This is to certify that the Certificate of Tax Levy for School District No. 74, Cook County, Illinois, on the equalized assessed value of all taxable property of said school district for the year 2024 was filed in the office of the County Clerk of this County on 2024.

In addition to an extension of taxes authorized by levies made by the Board of Education (Directors), an additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon.

The total levy, as provided in the original resolution(s), for said purposes for the year 2024, is \$

(Signature of County Clerk)

(Date)

(County)

Capped Fund Allocations on 2024 Levy Draft vs. Prior Year

Capped Funds	2023 Levy \$	2023 Levy %	2024 EST. LEVY \$	2024 EST. LEVY %
Educational (10)	\$21,600,000	83.46%	\$22,549,000	83.51%
Special Ed (10)	\$400,000	1.55%	\$500,000	1.85%
Op. & Maint. (20)	\$2,105,000	8.13%	\$2,200,000	8.15%
Transportation (40)	\$1,050,000	4.06%	\$1,050,000	3.89%
Municipal Ret. (51)	\$100,000	0.39%	\$50,000	0.19%
Social Security (52)	\$300,000	1.16%	\$350,000	1.30%
Working Cash (70)	\$1,000	0.00%	\$1,000	0.00%
Tort Immunity (80)	\$200,000	0.77%	\$140,000	0.52%
Life Safety (90)	\$125,000	0.48%	\$160,000	0.59%
Totals	\$25,881,000	100%	\$27,000,000	100%

Average Capped Fund Expenditures vs. Draft Levy Amounts

Draft Levy 2024	Capped Levy Funds	3-Year AVG Exp.	FY24 Expenditures	FY23 Expenditures	FY22 Expenditures
\$23,049,000	Ed/SpEd (10)	\$22,565,461	\$23,532,555	\$22,443,554	\$21,720,275
\$2,200,000	Op. & Maint. (20)	\$2,096,677	\$2,378,552	\$1,909,728	\$2,001,750
\$1,050,000	Transportation (40)	\$1,420,174	\$1,563,594	\$1,383,366	\$1,313,563
\$50,000	Municipal Ret. (51)	\$203,716	\$186,714	\$192,383	\$232,051
\$350,000	Social Security (52)	\$357,668	\$380,356	\$352,159	\$340,488
\$1,000	Working Cash (70)	\$0	\$0	\$0	\$0
\$140,000	Tort Immunity (80)	\$181,874	\$183,380	\$207,768	\$154,473
\$160,000	Life Safety (90)	\$1,225,779	\$1,422,409	\$235,778	\$2,019,149
\$27,000,000	Totals	\$28,051,348	\$29,647,560	\$26,724,736	\$27,781,749

Debt Service/Bonds (Non-Capped)

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

Levy Year	Series 2015 Debt Service	Series 2016 Debt Service	Series 2018 Debt Service	Series 2021 Debt Service	Capitalized Interest	District Contribution	Debt Service Levy
	-	-	-	-	-	-	-
2020	889,700.00	164,100.00	582,600.00	110,622.78	(57,523.85)	(53,098.93)	1,636,400.00
	-	-	-	-	-	-	-
2021	889,300.00	164,100.00	583,200.00	187,850.00	-	(92,760.39)	1,731,689.61
	-	-	-	-	-	-	-
2022	890,600.00	164,100.00	583,200.00	187,850.00	-	(94,060.39) ⁽¹⁾	1,731,689.61
	-	-	-	-	-	-	-
2023	891,150.00	164,100.00	177,600.00	497,850.00	-	-	1,730,700.00
	-	-	-	-	-	-	-
2024	890,950.00	164,100.00	177,600.00	181,650.00	-	-	1,414,300.00
	-	-	-	-	-	-	-
2025	-	1,059,100.00	177,600.00	181,650.00	-	-	1,418,350.00
	-	-	-	-	-	-	-

The bottom of this table was cropped

Series 2016 extends to Levy 2029, Series 2018 extends to Levy 2034, Series 2021 extends to Levy 2038

Source: PMA Securities, LLC

Property Tax Levy Collections as of 9/30/2024

Excerpt taken from Niles Township Schools Treasurer's Report

	Lincolnwood SD74	All Niles Twp. Schools
<u>2023 Levy</u>		
Total Tax Ext.	28,391,958.71	338,716,410.15
Net Collections to Date	26,677,983.22	319,311,212.91
Uncollected Taxes	1,713,975.49	19,405,197.24
Collection Ratio	93.96%	94.27%
<u>2022 Levy</u>		
Total Tax Ext.	27,230,759.40	327,020,541.88
Net Collections to Date	26,829,689.85	324,716,446.63
Uncollected Taxes	401,069.55	2,304,095.25
Collection Ratio	98.53%	99.30%
<u>2021 Levy</u>		
Total Tax Ext.	25,867,300.10	309,207,358.56
Net Collections to Date	25,797,950.37	309,124,280.94
Uncollected Taxes	69,349.73	83,077.62
Collection Ratio	99.73%	99.97%
<u>2020 Levy</u>		
Total Tax Ext.	25,099,401.79	299,960,634.02
Net Collections to Date	25,056,696.44	299,798,271.42
Uncollected Taxes	42,705.35	162,362.60
Collection Ratio	99.83%	99.95%
<u>2019 Levy</u>		
Total Tax Ext.	23,344,013.20	287,429,833.24
Net Collections to Date	23,246,226.99	288,065,866.32
Uncollected Taxes	97,786.21	-636,033.08
Collection Ratio	99.58%	100.22%
<u>2018 Levy</u>		
Total Tax Ext.	22,486,865.67	280,934,698.62
Net Collections to Date	21,892,063.70	275,430,323.07
Uncollected Taxes	594,801.97	5,504,375.55
Collection Ratio	97.35%	98.04%

Fund Balance Projections Based on the Recommended Levy

FUNDS	FY25 Beginning Fund Balance July 1, 2024	FY25 Projected R.E. Tax Revenues	FY25 Projected Other Revenues	FY25 Projected Expenditures	FY25 Transfers	FY26 Beginning Fund Balance July 1, 2025	FY26 Projected R.E. Tax Revenues	FY26 Projected Other Revenues	FY26 Projected Expenditures	FY27 Beginning Fund Balance July 1, 2026
Ed	16,430,579	22,654,100	3,739,245	-25,620,558		17,203,366	23,596,547	3,720,549	-26,645,380	17,875,082
O&M	2,129,076	2,147,167	314,708	-2,485,618		2,105,333	2,230,961	313,134	-2,642,615	2,006,813
Debt	820,485	1,820,059	21,000	-1,717,500		944,044	1,192,686	20,895	-1,401,325	756,300
Trans.	1,844,953	1,070,664	691,500	-1,650,000		1,957,117	1,039,571	688,043	-1,749,000	1,935,730
IMRF	796,532	102,593	48,300	-218,272		729,153	21,161	48,059	-225,912	572,461
SS	388,614	306,112	39,800	-424,962		309,564	374,391	39,601	-439,836	283,720
Capital	5,878,830	0	367,400	-3,144,820		3,101,410	0	365,563	-3,466,973	0
WC	604,360	824	13,300	0		618,484	1,096	13,234	0	632,813
Tort	477,855	203,619	33,200	-194,000		520,674	105,230	33,034	-200,790	458,148
HLS	1,813,795	127,409	94,000	-1,908,270		126,934	178,030	93,530	-40,000	358,494
TOTAL	31,185,079	28,432,547	5,362,453	-37,364,000	0	27,616,079	28,739,672	5,335,641	-36,811,830	24,879,562

Fund Balance Projections: Operational Funds Split Above Other Funds

FUNDS	FY25 Beginning Fund Balance July 1, 2024	FY25 Projected R.E. Tax Revenues	FY25 Projected Other Revenues	FY25 Projected Expenditures	FY25 Transfers	FY26 Beginning Fund Balance July 1, 2025	FY26 Projected R.E. Tax Revenues	FY26 Projected Other Revenues	FY26 Projected Expenditures	FY27 Beginning Fund Balance July 1, 2026
Ed	16,430,579	22,654,100	3,739,245	-25,620,558		17,203,366	23,596,547	3,720,549	-26,645,380	17,875,082
O&M	2,129,076	2,147,167	314,708	-2,485,618		2,105,333	2,230,961	313,134	-2,642,615	2,006,813
Trans.	1,844,953	1,070,664	691,500	-1,650,000		1,957,117	1,039,571	688,043	-1,749,000	1,935,730
IMRF	796,532	102,593	48,300	-218,272		729,153	21,161	48,059	-225,912	572,461
SS	388,614	306,112	39,800	-424,962		309,564	374,391	39,601	-439,836	283,720
WC	604,360	824	13,300	0		618,484	1,096	13,234	0	632,813
Tort	477,855	203,619	33,200	-194,000		520,674	105,230	33,034	-200,790	458,148
Oper. Funds	22,671,969	26,485,079	4,880,053	-30,593,410	0	23,443,691	27,368,956	4,855,653	-31,903,532	23,764,768
Debt	820,485	1,820,059	21,000	-1,717,500		944,044	1,192,686	20,895	-1,401,325	756,300
Capital	5,878,830	0	367,400	-3,144,820		3,101,410	0	365,563	-3,466,973	0
HLS	1,813,795	127,409	94,000	-1,908,270		126,934	178,030	93,530	-40,000	358,494
Funds 30/60/90	8,513,110	1,947,468	482,400	-6,770,590	0	4,172,388	1,370,716	479,988	-4,908,298	1,114,794

Lincolnwood School District 74

Fund Balances

Fiscal Year: 2023-2024

Month: 6
 Year: 2024
 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>	<u>Cash Balance</u>	<u>Variance</u>
10	EDUCATIONAL	\$14,185,013.40	\$25,990,086.05	(\$23,532,555.42)	(\$211,965.00)	\$16,430,579.03	\$16,411,346.95	\$19,232.08
20	OPERATIONS & MAINTENANCE	\$4,215,122.81	\$2,292,504.62	(\$2,378,551.58)	(\$2,000,000.00)	\$2,129,075.85	\$1,967,108.65	\$161,967.20
30	DEBT SERVICE	\$805,374.06	\$1,822,836.19	(\$1,807,725.00)	\$0.00	\$820,485.25	\$820,485.25	\$0.00
40	TRANSPORTATION	\$1,742,536.99	\$1,666,010.02	(\$1,563,593.95)	\$0.00	\$1,844,953.06	\$1,844,953.06	\$0.00
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$808,701.76	\$174,544.09	(\$186,713.78)	\$0.00	\$796,532.07	\$796,531.94	\$0.13
52	SOCIAL SECURITY AND MEDICARE	\$405,685.77	\$363,284.05	(\$380,355.78)	\$0.00	\$388,614.04	\$388,614.04	\$0.00
60	CAPITAL PROJECTS	\$4,594,191.64	\$1,047,877.59	(\$1,975,204.66)	\$2,211,965.00	\$5,878,829.57	\$5,861,930.57	\$16,899.00
70	WORKING CASH	\$586,340.43	\$18,019.76	\$0.00	\$0.00	\$604,360.19	\$604,360.19	\$0.00
80	TORT IMMUNITY	\$439,581.77	\$221,653.27	(\$183,380.00)	\$0.00	\$477,855.04	\$477,855.04	\$0.00
90	FIRE PREVENTION & SAFETY	\$2,946,220.34	\$289,984.51	(\$1,422,409.49)	\$0.00	\$1,813,795.36	\$1,813,795.36	\$0.00
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,644.32	(\$17,644.32)
Grand Total:		\$30,728,768.97	\$33,886,800.15	(\$33,430,489.66)	\$0.00	\$31,185,079.46	\$31,004,625.37	\$180,454.09

End of Report

**RESOLUTION REGARDING THE ESTIMATED AMOUNTS NECESSARY
TO BE LEVIED FOR TAX YEAR 2024**

WHEREAS, the Truth in Taxation Act requires that all taxing districts in the State of Illinois determine the estimated amount of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the District's intent to adopt a tax levy in an amount that is more than 105% of the extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended for tax year 2023, excluding debt service, was \$26,352,325.00; and

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be levied for the year 2024 is \$27,000,000.00, as follows:

Education	\$ 22,549,000.00
Operations & Maintenance	\$ 2,200,000.00
Transportation	\$ 1,050,000.00
Working Cash	\$ 1,000.00
I.M.R.F.	\$ 50,000.00
Social Security	\$ 350,000.00
Fire Prevention & Safety	\$ 160,000.00
Liability Insurance	\$ 140,000.00
Special Education	\$ 500,000.00
Lease/Rent	\$ 0.00

; and

WHEREAS, the Truth in Taxation Act, as amended, requires that all taxing districts in the State of Illinois provide data concerning the levies made for debt service pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments that evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for debt service for 2023 was \$1,817,235.00 and it is hereby determined that the estimated amount of taxes necessary to be levied for debt service for the year 2024 is \$1,414,300.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois, as follows:

Section 1: The aggregate amount of taxes estimated to be levied for the year 2024 is \$28,414,300.00

Section 2: The aggregate amount of taxes estimated to be levied for the year 2024 does not exceed 105% of the taxes extended by the District in the year 2023.

Section 3: The aggregate amount of taxes estimated to be levied for the year 2024 for debt service does not exceed 105% of the taxes extended for debt service for the year 2023.

Section 4: Public hearing on this estimated tax levy for the year 2024 is hereby scheduled for Thursday, December 5, 2024, at 7:30 p.m. and notice of said public hearing shall be given in the manner provided by law.

Section 5: The attached Notice shall be published in an English-language newspaper of general circulation published in the District, or published in the county and having circulation in the District if there is no such newspaper published in the District, in the manner provided by law, and shall be in substantially the form attached hereto as Exhibit A;

Section 6: This Resolution shall be in full force and effect forthwith upon and after its adoption.

ADOPTED this 7th day of November, 2024.

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

President, Board of Education

Secretary, Board of Education

EXHIBIT A

**Notice of Proposed Property Tax Increase
To be Published**

**Notice of Proposed Property Tax Increase for
Lincolnwood School District No. 74**

- I. A public hearing to approve a proposed property tax levy increase for Lincolnwood School District No. 74 for 2024 will be held on Thursday, December 5, 2024, at 7:30 p.m. at Village of Lincolnwood Council Chambers, 6900 N. Lincoln Avenue, Lincolnwood, Illinois 60712.
Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Dr. David Russo, Superintendent, 6950 N. East Prairie Road, Lincolnwood, Illinois 60712, telephone number 847-675-8234.
- II. The corporate and special purpose property taxes extended or abated for 2023 were \$26,352,325.
The proposed corporate and special purpose property taxes to be levied for 2024 are \$27,000,000. This represents a 2.46% increase over the previous year.
- III. The property taxes extended for debt service and public building commission leases for 2023 were \$1,817,235. The estimated property taxes to be levied for debt service and public building commission leases for 2024 are \$1,414,300. This represents a 22.17% decrease from the previous year.
- IV. The total property taxes extended or abated for 2023 were \$28,169,560.
The estimated total property taxes to be levied for 2024 are \$28,414,300. This represents a 0.87% increase over the previous year.

Please note: This Notice must appear not more than 14 days nor less than 7 days prior to the date of the public hearing. The Notice shall be no less than 1/8 page in size. The smallest type used shall be 12 point and shall be enclosed in a black border no less than 1/4 inch wide. The Notice shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the “*Board*”), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 7th day of November, 2024, insofar as the same relates to a:

Resolution Regarding the Estimated Amounts
Necessary to be Levied for Tax Year 2024.

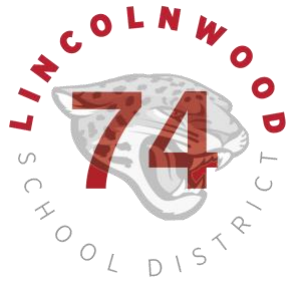
I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board on a day other than a Saturday, Sunday or legal holiday in the State of Illinois and at least 48 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit 1*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 7th day of November, 2024.

Secretary, Board of Education

EXHIBIT 1

**Open Meetings Act Notice of Board of Education Meeting
Posted In Advance of Meeting**



Executive Summary Finance Committee Meeting

DATE: October 24, 2024

TOPIC: WasteNot, Inc. Service Contract

PREPARED BY: David Russo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

After a successful year adding a variety of scratch-made, fresher menu items; the kitchen staff is looking to lessen its landfill footprint this year. In that spirit, the staff is exploring usage of reusable glasses for milk and water, compostable utensils, and biodegradable straws.

This Service Contract from WasteNot, Inc. provides an alternative to throwing out all our food waste. We are looking to pilot this program at 8th for the rest of the year. Students would be trained to separate their food waste from other garbage. From there, the designated receptacle is scheduled for a once a week pick-up and the food waste turned into compost avoiding the landfill. We will also be identifying ways to connect composting to the curriculum.

Depending on the pilot's success, the District may expand the footprint of this program into younger grades.

District Legal Counsel reviewed this Service Contract and authored a standard Amendment addressing auto-renewal, governing law/venue, and indemnification amongst other topics. WasteNot, Inc. agreed to all the terms in the Amendment.

Fiscal Impact:

\$36/week

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve this Service Contract from WasteNot, Inc. for food waste removal/composting in the amount of \$36/week from November 8, 2024 to November 7, 2025.



SERVICE CONTRACT

This contract begins on November 8th, 2024, and ends on November, 7th, 2025. This is a contract entered into by WasteNot, Inc. (hereinafter referred to as "the Provider") and Lincolnwood School District (hereinafter referred to as "the Client") on this date, November 8th, 2024.

The Provider will provide services at the Client's place of business. The Client hereby engages the Provider to provide the services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

1. **Engagement.** Client hires the Provider to provide, and Provider agrees to provide the Services for the Client at the Client's place of business.
2. **Scope & Manner of Services.** The Provider shall perform Services, as set forth below:
 - a. Servicing one lined (1) 64-gallon receptacle once (1x) times every week.
 - b. Removal and disposal of non-compostable contamination found in compostable waste for an additional fee of \$50 per contaminated receptacle after two warnings, see Contamination in Section 5b. Contamination refers to the presence of any non-compostable or agreed-upon waste; including, but not limited to: rubber bands, gloves, thermal paper, plastics, glass, and metal.
 - c. Collection of any material overflowing or placed outside of the containers for an additional fee, see Excess Waste in Section 5a. Documentation can be provided by the Provider in the event that this occurs.
 - d. Access to WasteNot's signage, compost training video, and one complimentary virtual training session for The Client if desired.
3. **Commercial Terms & Conditions.** Initiation and use of the Provider's service(s) by the Client is an agreement to the Provider's Commercial Terms & Conditions.
4. **Compensation.** The Client shall pay the Provider a per service fee of \$36/per service, or \$36 per week for service. Receptacles must be accessible between 6AM-7PM. If operating hours and/or accessing the location indoors is required, the restricted rate surcharge of \$25/service would apply. Payment can be executed via ACH bank transfer, credit card, and or debit card utilizing WasteNot's automatic/recurring payment system. If the Client requests net-30 payment terms via check for services rendered, a \$12 per invoice administrative fee will apply. In the event that the Provider is unable to perform services for any pre-paid period, Provider shall, at Client's request and in accordance with Client preference, either refund the prorated amount, provide an account credit for future services, or provide rescheduled service.
5. **Potential Additional Fees.** The Client may be responsible to compensate the Provider for the following potential additional fees:
 - a. **Excess waste.** Excess waste is any compostable material that is overflowing or placed outside of the service receptacle. For any occurrence of excess waste, a \$40/per receptacle fee will be assessed if the receptacle is overflowed or if compostable waste is placed outside of the service receptacle. Documentation will be provided.
 - b. **Contamination.** Contamination is any material that is not compostable or accepted by the Provider. Removal and disposal of non-compostable contamination found in compostable waste will be charged a \$50 per contaminated receptacle after two warnings. Contamination




refers to the presence of any non-compostable or agreed-upon waste; including, but not limited to: rubber bands, gloves, thermal paper, plastics, glass, and metal. The Provider reserves the right to not collect the receptacles if contamination is in excess; in this event, the Client is still responsible for applicable service fees, contamination fees, and will have to remove the contamination in excess.

- c. Receptacle locks.** If the Client desires lock(s) for any receptacle(s), a \$30 lock per receptacle fee will be applied. In the event that the lock gets damaged or goes missing, a \$30 lock fee per receptacle will be applicable.
 - d. Missing and/or Damaged Receptacles.** If a receptacle is determined to be missing, damaged, or vandalized, a replacement fee of \$100 will be applied per receptacle.
 - e. Late fees.** If a payment is late, the Client is responsible for a late fee of 1.5% applied on a monthly basis. If the Provider does not receive a past due payment and any applicable late fees, the Provider is able to suspend services until the outstanding payments and late fees are paid in full.
- 6. Ownership.** All compostable waste under this Agreement shall become the property of the Provider when collected.
 - 7. Insurance.** The Provider will furnish the Client with a certificate of insurance sufficient to satisfy requirements. Should a Client or a client's service location require additional insurance coverage for a particular clause or request, the increased cost of that coverage may be passed on to the Client either monthly or on an annual, lump-sum basis.
 - 8. Publicity; Use of Marks.** Client shall not identify, either expressly or by implication, Provider, or use any of their trademarks, trade names, service marks, other proprietary marks, or the work performed hereunder in any advertising, press releases, publicity matters, or any materials which are intended or are distributed to the general public, without the prior written consent of the Provider, as the case may be, which consent may be granted or withheld in the Provider's sole and absolute discretion.
 - 9. Consulting & Additional Services.** For any service that falls outside of the Scope & Manner of Services outlined in Section 2, a consulting or additional services rate may be applicable.
 - 10. Service changes.** The Provider reserves the right to reschedule service days in the event of unavoidable operational issues, holidays, or inclement weather. If this event occurs, the Client will be notified through the Client's designated account holder's email on file. The Provider reserves the right to update service days due to necessary service adjustments, in this event, the Provider will notify the Client's designated account holder's email on file.
 - 11. Termination.** Client may terminate this Agreement without cause upon thirty (30) days prior written notice to the Provider. Provider agrees to defend, indemnify and hold Client harmless for any liability arising from Provider's negligence; material breach of the contract; violation of applicable law or regulation.



This agreement is executed by the duly authorized representatives as of the date written below:

For Provider: WasteNot, Inc.	For Client:
Representative First & Last Name: Tommy Vaughan	Representative First & Last Name:
Representative signature: 	Representative signature:
Representative email: partners@wastenotcompost.com	Representative email:
Date executed:	Date executed:

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

This Amendment is entered into as of October 3, 2024, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and WasteNot, Inc., an Illinois corporation (“WasteNot”), pursuant to the Service Contract dated November 8, 2024, and the WasteNot Compost: Commercial Terms & Conditions (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment 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. WasteNot shall not materially modify or amend the Agreement (see <https://www.wastenotcompost.com/commercial>) 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 WasteNot prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. WasteNot 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. WasteNot hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and WasteNot waives any objection that this venue is not convenient. Any references to binding arbitration, the waiver of the right to a jury trial, the waiver of claims which may be litigated on a class or representative basis, or the recovery of attorney fees or costs by a prevailing party shall be deleted from the Agreement as it currently exists or as it may be modified or amended in the future.
5. **Service Day Selections and Holidays.** School District and WasteNot shall cooperate on the selection of service days and times and the rescheduling of service days to avoid substantial disruption to student attendance days and times, and to avoid scheduling of service days during days or times when school buildings are not fully staffed.
6. **Termination Without Cause.** School District may terminate the Agreement without cause upon thirty (30) days prior written notice to WasteNot. Upon such termination, the School District shall be obligated to pay only such fees and costs for services actually rendered prior to

the date of termination. The School District shall not be obligated to pay any penalties or any service fees for any remaining portion of the term of the Agreement.

7. **Student Privacy.** WasteNot is authorized to use the name of School District in publications designed to encourage the community to support entities composting with WasteNot, but shall not be authorized to identify any students, by name, photograph, video, or likeness.

8. **Insurance.** During the term of this Agreement and any renewal thereof, WasteNot shall maintain insurance coverages in the following amounts:

- a) Commercial General Liability: \$1,000,000.00 per occurrence and not less than \$1,000,000.00 aggregate
- b) Auto: \$1,000,000.00 per occurrence and not less than \$1,000,000.00 aggregate, all autos
- c) Workers Compensation: per statutory requirements
- d) Umbrella or Excess Liability: \$3,000,000

School District shall be named as an additional insured on the commercial general liability, auto, and excess or umbrella policies. Any damages limitations in this Agreement shall not apply to School District in its capacity as an additional insured.

9. **Indemnification.** WasteNot agrees to defend, indemnify and hold harmless the School District, its Board of Education, its members, officers, employees, and agents from and against all claims, losses, damages, actions, expenses, and liability resulting from or related to WasteNot's breach of this Agreement, or any claim relating to the Services except to the extent caused by the willful misconduct of School District.

10. **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**

WASTENOT, INC.

By: _____

By: Tommy Vaughan _____

Its: _____

Its:  _____

Date: _____

Date: 9/13/24 _____

About WasteNot Compost

WasteNot Compost is the USA's largest zero-emissions compost collection service and the largest provider of compost collection in Chicagoland. Ranked the #1 compost collection service in the country four years running, we serve residences, businesses, and events across Cook County out of our Chicago headquarters. WasteNot is dedicated to empowering sustainability and has a unique ability to provide full-service solutions that make composting easy and help our customers achieve their landfill diversion, zero-waste or emissions based goals. In accordance with our mission, we proudly operate the largest electric vehicle waste management fleet in the country - allowing our clients to achieve even more operational emissions reductions.

FEATURED IN

CRAIN'S CHICAGO BUSINESS

TimeOut

MidwestLiving

CHICAGO'S VERY OWN
WGN9



CHICAGO
INNOVATION
AWARDS

SERVICES

FOR ANY BUSINESS



**MULTI-FAMILY
&
APT/CONDO BUILDINGS**



**DAYCARES,
SCHOOLS,
& UNIVERSITIES**



**RESTAURANTS, CAFES,
BARS, BREWERIES,
& MANUFACTURING**



**OFFICES
& CORPORATE
CAMPUSES**



**LOCAL &
NATIONAL CHAINS**



**EVENT VENUES,
ARENAS,
& STADIUMS**



**COOK COUNTY
GOVERNMENT**

sweetgreen *jenie's*

**WHO
WE
SERVE**



SOM



**Lettuce
Entertain You**
RESTAURANTS



WHY WASTENOT

Composting made clean, convenient, & compromise-free.

- ✓ Every commercial account has an Account Manager for direct access to support.
- ✓ Online member platform to view service days, bills, and reach out to support with ease.
- ✓ Automated, recurring billing with access to invoices.
- ✓ Diversion metrics automatically updated after each service & your impact viewable on your account dashboard.
- ✓ Container size, quantity, and frequency of service that matches business or organization's needs. Service offered up to 6x per a week.
- ✓ Discounted WasteNot residential service for employees of your school district so long as they are within our service area.
- ✓ Signage and training are complimentary. One free virtual training session offered for staff.

RECEPTACLES

CONTAINER SIZES OFFERED



32-GALLON CART

- ✓ Small cart profile
- ✓ Best for heavy waste
- ✓ Can come locked to prevent contamination
- ✓ Left in alley, loading docks, or where other trash/recycling receptacles are kept



64-GALLON CART

- ✓ 2x more capacity than the 32-gallon
- ✓ Best for high volume
- ✓ Can come locked to prevent contamination
- ✓ Left in alley, loading docks, or where other trash/recycling receptacles are kept

ADDITIONAL WASTENOT OPTIONS

INCREASING COMPOSTING REDUCES WASTE & RECYCLING COSTS



Slim Jim

- ✓ Great for office kitchens
- ✓ Same color as carts with bilingual signage
- ✓ \$5/month per unit



Stainless Step Can

- ✓ Stainless step can with signage
- ✓ Hands free disposal & easy to line
- ✓ \$10/month per unit



Compostables

- ✓ Continued waste diversion
- ✓ Ability to remove additional recycling services
- ✓ Easy online purchasing

Compost Service Plan (One School)

Size of Cart	Collection Frequency	# of Carts	Cost
64-Gallon	1x/week	1	\$36/week \$144/every 4 weeks

Additional Products/Services (OPTIONAL)	Quantity	Cost (Every Four Weeks)
Compostable Liner Case For Inside Bins	2	\$150/every 4 weeks
Slim Jim With Wheels	2	\$14/every 4 weeks



YOUR NEXT STEPS

ONBOARDING



- ✓ EMAIL WASTENOT TEAM FOR QUESTIONS
- ✓ CONFIRM SERVICE OPTION WITH IMMEDIATE CONTRACT TO ONBOARD
- ✓ SCHEDULE EMPLOYEE TRAINING & RECEIVE THE RECEPTACLE(S)
- ✓ SERVICE BEGINS

**THANK YOU FOR JOINING OUR
ZERO-WASTE MISSION!**

EMAIL: PARTNERS@WASTENOTCOMPOST.COM



Executive Summary Finance Committee Meeting

DATE: October 24, 2024

TOPIC: Heartland School Solutions - Mosaic Platform

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Over the past year, our Food Service Director has been running the program as efficiently as possible with the past lunch records that were available. Traditionally, much of this work was done using notebooks, spreadsheets, and handwritten recipes. Recognizing this, the Food Service Director approached our technology department for assistance in developing a more sophisticated spreadsheet to track recipes, analyze food waste, make ingredient substitutions, all along with controlling costs and overhead.

Through discussions with Heartland School Systems, we were introduced to the Mosaic FOH (Front of House) platform product. This product offers comprehensive management for the easy creation and scaling of menus, cost control by tracking product expenses and projecting future meals. It provides extensive reporting options on nutrient analysis or production quantities, as well as the reduction of waste and overproduction through automated forecasting. The system is cloud-based access, allowing users to update menus from the office, home, or on-the-go from nearly any internet-connected device.

District Legal Counsel reviewed the vendor Terms and Conditions and Privacy Policy. Counsel proposed the District's standard Amendment to the Agreement addressing terms such as Governing Law and Venue, and SOPPA language to ensure compliance with state law. The Amendment was agreed upon and accepted by the vendor.

Fiscal Impact:

The financial impact of implementing Mosaic would be \$5,849.00 for the first year. Annual recurring costs for this software would be \$3,450.00 per year.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the Heartland School Systems quote in the amount of \$5,849.00 for services and implementation between November 11, 2024 and November 10, 2025

MealViewer Agreement
between
Heartland Payment Systems, LLC.
and
Lincolnwood School District 74

This **MealViewer Agreement** (“Agreement”) is made as of the date of the last signature below (the “Effective Date”), by and between Heartland Payment Systems, LLC, d/b/a Heartland School Solutions, (“Heartland”), a Delaware corporation, with its principal place of business at 10 Glenlake Parkway North East, North Tower, Atlanta, GA 30328-3473 and **Lincolnwood School District 74**, with its principal place of business at **6950 N East Prairie Road, Lincolnwood, IL** (“School”). Heartland and School are collectively from time to time referred to herein as the “Parties” with each being individually referred to as a “Party.”

1. Definitions

- 1.1. **“Documentation”** means all manuals, instructions, writings electronic or other media provided by Heartland relating to the MealViewer Software.
- 1.2. **“Order Agreement”** means any document or form in which Heartland effectively provides School with one or more Subscriptions in exchange for payment thereof.
- 1.3. **“MealViewer Software Services”** or **“MealViewer Software”** means any software application (including web-based or cloud-based software) that is created, operated, or sold by Heartland pursuant to this Agreement.
- 1.4. **“MealViewer Services”** means all MealViewer Software and any associated hardware from any source.
- 1.5. **“Subscription”** means a grant from Heartland of a non-exclusive, limited right to access and/or use MealViewer Software Services.
- 1.6. **“School Data”** means all electronic data or information submitted by School or School’s Users of the MealViewer Software Services and any data derived directly therefrom by any MealViewer Software.
- 1.7. **“Updates”** means modifications, enhancements, changes and alterations to the Software provided by Heartland after the initial delivery of the Software, including all Major Enhancements and Minor Enhancements as defined in the Software Support Agreement; the term Software includes all Updates
- 1.8. **“User(s)”** means individuals who School authorizes to use the MealViewer Software Services. Users may include but are not limited to employees, consultants, contractors, agents, parents, students (including minors), and any third parties School authorizes to use and access the MealViewer Software Services.
- 1.9. **“User Data”** means the data that a parent or other User enters into the MealViewer Software. User Data may include a student’s name and allergen information, but the entry of personally identifiable information is not required.

2. Software License

- 2.1. **Grant of Rights.** Heartland grants School an annually renewable, nonexclusive, nontransferable, non-sublicensable license, subject to termination and all other provisions hereof, to (a) install, store, load, execute, run and display the MealViewer Software; (b) provide access to and allow use of the MealViewer Software by Users; (c) make and use copies of the Documentation; (d) provide access to the MealViewer Software and allow use by third parties that have a need to access the MealViewer Software in the course of providing services to School concerning School’s use of the MealViewer Software subject to the terms and conditions specified herein; and (e) utilize the MealViewer Software in any other manner agreed to by Heartland.
- 2.2. **Restrictions on Use.** School shall not use or access the MealViewer Software or provide access to any third party for any of the following: (i) to make secured areas (those for which a password, or other credential is required) of the MealViewer Software available to anyone other than authorized Users; (ii) to directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Software or Documentation, or any portion thereof; (iii) to store or transmit obscene, pornographic, libelous, unlawful or tortious material, or material in violation of third-party privacy or intellectual property rights; (iv) to use the MealViewer Software to store or transmit any harmful, exploitative or malicious code or program;

(v) to interfere with, access without authorization, or disrupt the integrity or performance of the MealViewer Software, data contained therein, or any third-party dependencies; (vi) to reverse engineer the MealViewer Software; (vii) to create any competing product or service or product with similar features to the MealViewer Software; (viii) to create any application, web site or program code incorporating any interfaces, APIs or URLs exposed by the MealViewer Software without written authorization from Heartland; (ix) to copy, frame or mirror any graphics, code, content or portion of the MealViewer Software without written authorization from Heartland; (x) to disseminate performance information or analysis from any source relating to the MealViewer Software; (xi) remove any product identification, copyright notice or other proprietary marking from the MealViewer Software; or (xiii); use the MealViewer Software to create new applications, modules, products or services.

2.3. MealViewer Software Support. Subject to the terms of this Agreement and the applicable Order Agreement, Heartland will: (a) provide access to MealViewer Software Services that perform the functions and/or services described in any Order Agreement; (b) provide standard email support for the MealViewer Software Services at no additional charge; (c) use commercially reasonable efforts to make the Software Services available 24 hours a day, 7 days a week, except for: (i) planned downtime during low traffic times; (ii) occasional temporary outages caused by unforeseen technological issues of Heartland technology or of that of a third-party technological dependency; or (iii) any unavailability caused by circumstances beyond Heartland's control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Heartland employees), Internet service provider failures or delays, or denial of service attacks; and (d) provide the MealViewer Software Services only in accordance with applicable laws and government regulations.

2.4. Proprietary Rights

2.4.1. Reservation of Rights in MealViewer Software Services. Subject to the limited rights expressly granted hereunder, Heartland reserves all rights, title and interest in and to the MealViewer Software Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than usage rights for a limited time, as expressly set forth above.

2.4.2. Government Use. The MealViewer Software was developed at private expense, is commercial, and is published and copyrighted. The Software may be transferred to the U.S. government only with the prior written consent of Heartland and solely with "Restricted Rights" as that term is defined in FAR 52.227-19(c)(2) (or DFAR 252.227-202.32 (c)(1) if the transfer is to a defense-related agency) or subsequent citation. If Customer is an agency of the United States government or licensing the Software for operation on behalf of the United States government, the Software is licensed to School with rights no greater than those set forth in Federal Acquisition Regulation 52.227-19(c)(2) [or DFAR 252.227-7202.32 (c)(1) if School is a defense-related agency] or subsequent citation.

2.4.3. Enhancements. School, on behalf of itself and Users, hereby grants Heartland a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the MealViewer Software Services any enhancement requests, recommendations, suggestions, or other feedback provided by School or Users.

2.5. School Responsibilities

2.5.1. School shall (i) be responsible for Users' compliance with this Agreement; (ii) be responsible for the accuracy, quality and legality of any User Data which School or Users input into MealViewer Software Services; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the MealViewer Software Services, and notify Heartland promptly of any such unauthorized access or use; (iv) use the MealViewer Services only in accordance with applicable laws and government regulations; (v) if the MealViewer Services are provided to minors or minors are the intended audience of the output of the MealViewer Services, assure that any federal, state, or local (including school) regulations, guidelines, or laws are followed with respect to use of the MealViewer Services with minors; and (vi) to cooperate with Heartland in connection with efforts to protect intellectual property and other legal rights in the MealViewer Services.

- 2.5.2. **Usage Limitations.** School's Subscription may be subject to limitations, including, but not limited to, (a) disk storage space and the number of locations, rooms, or screens in which the MealViewer Software may be used or displayed. Such limits may be embedded into the MealViewer Services, or may be communicated separately.

3. Hardware

- 3.1. **Ownership.** Upon purchasing hardware from Heartland, School will fully own the hardware, with all rights and responsibilities of ownership. Hardware is not provided under any lease, rent or buyback program. As owner of the hardware, School has full rights to dispose of the hardware as School sees fit, including the right to resell the hardware or to refit or reconfigure the hardware for any purpose.
- 3.2. **School Responsibilities.** Upon delivery of hardware, School will be responsible for the following: (i) physical maintenance and security of the purchased hardware; (ii) any hardware, cabling or systems that are not part of School's purchase but which will be part of School's signage ecosystem; (iii) providing any necessary code-compliant power outlets and network connectivity appropriately positioned at each installation site where hardware is intended to be used or installed; (iv) providing and maintaining connectivity of signage player hardware ("Media Player") to the Internet via the network on which the Media Player is installed; (v) ensuring that firewalls and/or web filters installed on the network do not impede the proper functioning of Media Player(s); (vi) any hardware or operating system related issues, failures, viruses, or vulnerabilities following the purchase, or breakages which are not covered by warranty; and (vii) facilitating any warranty service that becomes necessary, including returning any defective hardware.
- 3.3. **Testing; Third Party Hardware or Software.** School is responsible for testing each purchased Media Player on the network on which the Media Player will be used prior to installation, confirming connectivity to services designated by Heartland, and resolving any network issues prior to installation. If School installs any custom software or updates on the Media Player(s), or disables or blocks any pre-configured software on the Media Player(s), School is responsible for any ensuing issues or interference with the proper functioning of the Media Player(s) or any software, including MealViewer Software, thereon. School is responsibility for the quality, maintenance, troubleshooting and compatibility of any hardware or system that is provided by School that will be part of the digital signage system, including any displays provided by School or any third party that are not purchased from Seller. School is responsible for ensuring that if Heartland will be supporting the MealViewer Software on a Media Player, Heartland will have access to any remote management software or tools installed or configured on the Media Player. School may be responsible for return shipping in the event of any return or warranty request unless otherwise specified in the Warranty/Return documentation provided with a Heartland hardware purchase.
- 3.4. **Termination of MealViewer Software.** If School discontinues use of the MealViewer Services for any reason, or Heartland discontinues providing School with the MealViewer Services, Heartland shall not have any obligation to provide any ongoing support for any Media Player or any MealViewer Software installed on or accessed by the Media Player, and School shall not have the right to return or be refunded for the purchase of hardware outside of the standard limited return time window provided in section __ of this Agreement.
- 3.5. **Limitations on Third Party Hardware.** Heartland agrees to support the MealViewer Software on Media Player(s) obtained from third parties when: (1) School has an active subscription to MealViewer Software Services; (2) the Media Player is under an active warranty term or, if a warranty term has expired, the Media Player has not undergone any hardware or system failure; and (3) School fulfills its responsibilities described in Sections 3.2 and 3.3 above. School understands and acknowledges that the operating system ("OS") used in conjunction with the Media Player is not Heartland software, and Heartland is not responsible for any OS issues, including OS vulnerability or virus, interference caused by OS updates or the lack of OS updates. Heartland is not responsible for any Media Player, hardware, or display units not sold by Heartland (i.e., those provided by School or obtained from a third party).
- 3.6. Seller does not have any right or responsibility for physical security, upkeep and/or maintenance of the hardware, the OS of Media Player(s), or for any software installed on the Media Player(s) other than: Seller's software during the term of an active subscription to Seller's software and warranty term of the Media Player. To the extent that MealViewer Software becomes incompatible with a Media Player or

ceases functioning on a Media Player following the warranty term of the media player, Seller shall not be responsible or required to support such Media Player or provide backwards compatibility with such media Player, nor to replace or refund such media player; notwithstanding that replacements may be purchased from Seller.

- 3.7. **Substitutions.** Heartland reserves the right to change its hardware or technical services offerings at any time, including the right to (i) discontinue offering any hardware or technical service, (ii) substitute hardware components for any order or warranty replacement, (iii) offer alternative hardware products, configurations and/or technical services, or (iv) substitute any ordered or warranted hardware component with another component providing substantially similar or better functionality and quality.

4. **Payment and Term**

- 4.1. **License Fees.** The License Fees for the right to use the Software (the “License Fee(s)”) are based on the number of sites School purchases licenses for, and will be set forth in an Order Agreement. School will pay all fees that are specified in all Order Agreements. Except as otherwise specified herein or in a corresponding Order Agreement, (a) fees are based on the number of MealViewer Software Services Subscriptions purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) the number of User Subscriptions, text messages, or screen/location licenses purchased cannot be decreased during the relevant Subscription term. Except as provided in any Order Agreement, all License Fees are subject to change annually.

- 4.2. **Hardware Fees.** Hardware Fees are due upon receipt of invoice, and Heartland will not fulfill any hardware or technical services order prior to receiving payment for the order.

4.2.1. **Fulfillment of Orders.** Heartland does not manufacture the hardware it sells, and Heartland works with various manufacturers, suppliers, fulfillment partners, configuration specialists and other channel partners (collectively referred to as “Suppliers”) to provide compatible hardware that is pre-configured to run the MealViewer Software. Heartland does not maintain inventory of hardware components. Timing of fulfillment of all orders is subject to availability of all ordered hardware components from Suppliers as well as configuration and shipping time. Any expected shipping, delivery or installation date provided for purchased hardware is only an estimate and not a guarantee and Heartland is not responsible for any delay, nor any damages potentially caused by any delay.

4.2.2. **Pricing changes.** Due to significant pricing volatility in the hardware component market, quoted prices are subject to change without notice. Prices may also be affected by any substitution or offering change as described in Section 3.7. Unless specific contractual obligations are in place with respect to price, Seller reserves the right to update the price for any hardware at any time prior to providing Purchaser with an Invoice, and Invoice prices are only valid through the due date of the Invoice. If School has not paid the Invoice seven (7) days after the due date, Heartland may cancel the Invoice or may replace it with a new Invoice containing updated pricing.

4.2.3. **Shipping.** Shipment of all products shall be F.O.B Destination, unless otherwise indicated. School shall provide Heartland with shipping address(es) and/or delivery instructions. If no specific delivery instructions are given, Heartland will assume standard business hour delivery at the specified address(es). Heartland will select the most cost-effective shipping method to ensure on time delivery, with reasonable freight cost. Heartland is not liable for any additional freight charge for shipment due to the absence of shipping instructions from School. In the event of damage, delay, or loss due to the mishandling in transportation: School shall inspect all shipments upon receipt and if there is clear damage to the Hardware, shall refuse receipt of the item from the delivery agent. If there is clear damage to the Hardware but the delivery agent has left the premise, School will contact Heartland in order to contact the shipping provider for a return visit and inspection of the goods. If there is no clear damage at the time of receipt, but School finds the products to be D.O.A, School must report products as D.O.A. within twenty (20) days from the shipping date listed on the invoice, and return the products to Heartland pursuant to Section 7.8.

- 4.3. **Payment Procedures.** On or before the Effective Date and on an annual basis 60 days prior to any Renewal Support Term, Heartland will invoice School for all License Fees and Hardware Fees incurred by School pursuant to this Agreement. School shall pay all invoiced amounts in U.S. dollars within thirty

(30) days of the date of invoice. If School provides Heartland with credit card information, School authorizes Heartland to charge such credit card for the charges due under the applicable Order Agreement, and any renewal Subscriptions thereof. School is responsible for providing complete and accurate billing and contact information, and notifying Heartland of any changes to such information

- 4.4. **Late Charges.** Any invoiced amounts not paid when due will incur interest at 1.5% per month until paid in full. All fees specified herein: (i) are non-cancelable, non-refundable and non-contingent; (ii) are payable in U.S. dollars; and (iii) shall be sent to the attention of Heartland's Accounts Receivable Department.
- 4.5. **Taxes.** Excluding taxes based on Heartland's income, School is liable for all taxes, including but not limited to sales, use and ad valorem or property taxes relating to the Software, Hardware, Documentation, and/or Support Services whether or not Heartland invoices School for such taxes, duties or customs fees, regardless of whether School has provided Heartland with a valid tax exemption or direct pay certificate which exempts School from such taxes.
- 4.6. **Nonpayment.** In addition to all rights exercisable by Heartland, in the event of School's nonpayment when due of any amounts owed to Heartland, Heartland reserves the right to terminate this Agreement and/or withhold performance of any obligations, whether arising under this Agreement or otherwise, and/or change its credit terms.
- 4.7. **Purchase Orders.** If School's internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to Heartland, School will timely issue such purchase order and inform Heartland of the number and amount thereof. School agrees that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of School's obligations hereunder, including payment of amounts owed to Heartland.

5. Use of Data and Confidentiality

5.1. Use of Data.

- 5.1.1. **Data intended for publishing.** The MealViewer Software is primarily a platform for marketing and publishing information about School's meal program to students and other consumers. As such, School acknowledges that the food and menu information provided through MealViewer will be made electronically available to students and other consumers without access restrictions, and that students, consumers, third parties, and MealViewer will inherently be able to view, consume, archive, analyze, and share such data. School agrees to hold MealViewer harmless for any consequence of food and menu information being made publicly available.
- 5.1.2. **Protection of User Data.** Heartland's responsibility with respect to User Data includes protecting the integrity of such data, and maintaining the privacy and confidentiality of any User Data clearly marked in the software as "private" or "internal" or otherwise indicated and mutually understood as not being intended for publishing.
- 5.1.3. **User Feedback.** As part of the MealViewer Software Services that Heartland provides, Heartland may facilitate the collection of user feedback and information. School agrees not to enable or use any user feedback or information gathering functionality in the MealViewer Software to collect information from children unless School verifies that its use of such functionality complies with local, state (or provincial), and national laws. School is responsible for the content of the surveys, polls, and/or input prompts that School (or Users) create and/or conduct through MealViewer Software, including making sure Your use of information collecting functionality complies with local, state (or provincial), and national laws.

5.2. Confidentiality

- 5.2.1. **Confidential Information.** "Confidential Information" means all information provided to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") that is designated in writing as proprietary or confidential or which a reasonable person familiar with the Disclosing Party's business and the industry in which it operates ought to know is of a confidential or proprietary nature. Confidential Information includes, but is not limited to, the terms and pricing

of this Agreement, all software source code, any internal processes, and all personal information of any Users.

- 5.2.2. **Non-Disclosure of Confidential Information.** During the term of this Agreement and following termination or expiration of this Agreement, and except as otherwise set forth in Sections 5.2.3 and 5.2.4, the Receiving Party shall only use the Disclosing Party's Confidential Information for the purpose for which it was disclosed and shall not disclose such Confidential Information to any third party, except as required to perform under this Agreement. The Receiving Party shall protect the Disclosing Party's Confidential Information in the same manner it protects its own confidential information, but in no event shall it protect the Disclosing Party's Confidential Information with less than commercially reasonable care. The Receiving Party shall only provide Confidential Information of the Disclosing Party to those of the Receiving Party's agents or business partners who have a need to know such Confidential Information in the course of the performance of their job duties and who are bound by a contractual duty of confidentiality no less protective than the Receiving Party's duties of confidentiality hereunder.
- 5.2.3. **Exclusions.** Notwithstanding the foregoing, Confidential Information will not include information that (i) was previously known free of any obligation to keep it confidential as evidenced by competent proof thereof; (ii) is or becomes publicly available, by other than unauthorized disclosure; (iii) is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement; (iv) is approved for release by prior written approval of the Disclosing Party; or (v) is otherwise required by law, legal process or government regulation, provided that it gives the Disclosing Party reasonable prior written notice to permit the Disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.
- 5.2.4. **Return and Retention of Confidential Information.** Upon termination of this Agreement, School shall promptly return or destroy all Confidential Information of Heartland in its possession. Upon termination of this Agreement, Heartland shall retain all School Data and other documents relative to this Agreement for the current fiscal year, plus seven (7) years after final payment for purposes of governmental audit.
- 5.2.5. **No Adequate Remedy at Law.** The Parties acknowledge and agree that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of the obligations of confidentiality in this Section 5.2. The Parties further acknowledge that any such breach may result in irreparable harm, and therefore, that upon any such breach or any threat thereof, a Party shall be entitled to seek appropriate equitable relief, including but not limited to injunction, in addition to whatever remedies it may have at law. In the event a Party should seek an injunction or other equitable relief, the other Party hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security.

6. Software Limitations; Acknowledgment and Disclaimer.

- 6.1. **Limitations.** Some MealViewer Software Services may include features that may be used to identify and/or filter menu items based on particular criteria, including ingredients, allergens, particular nutritional information (e.g., carbohydrates or other nutrient data), or conformity to mandatory or voluntary dietary restrictions (collectively, "Allergen and Nutrition Calculators"). School agrees and acknowledges that Heartland does not identify any allergens, ingredients or nutritional information, and the accuracy of any such information in the system is School's sole responsibility. School agrees and acknowledges that the effectiveness of the Allergen and Nutrition Calculators in identifying the presence of ingredients, allergens, nutrients or conformity with diet restrictions is *limited* by the following: (a) whether each manufacturer of menu items sold within the district accurately and clearly provided food information and identified ALL the ingredients and allergens in the information they provided; and (b) whether that information was accurately and timely entered in ALL published menu items before being published to Users. School acknowledges that food information or ingredients may not be shown accurately in the Allergen and Nutrition Calculators for a number of reasons, including ingredient substitutions, alterations, changes in supplier, mislabeling by manufacturer, incorrect entry into the system, and failure to update School's database. It is School's responsibility to verify that all information is properly entered, and that nutritional, allergen, and special diet data is accurately reflected in the MealViewer system.

- 6.2. Nutritional Information Disclaimer.** Heartland disclaims any responsibility for the accuracy of nutritional, allergen, or ingredient information contained in the MealViewer software, whether such information was entered or uploaded by School, School's agent, an automated process, or Heartland on School's behalf. School agrees to be solely responsible for the accuracy of all nutritional, allergy, ingredient and dietary information entered into the MealViewer Software Services, as well as verifying the accuracy of such information. School agrees to review and assess the data provided by the Allergen and Nutrition Calculators, and to disable the Allergen and Nutrition Calculators if School believes the output, formatting, and/or user interface of the Allergen and Nutrition Calculators is inadequate. **The Allergen and Nutrition Calculators should NEVER be a substitute or replacement for competent medical advice, or Users' own proper due diligence. Heartland assumes no liability for any adverse reactions related to food prepared or served by School.**
- 6.3. Content Disclaimer.** The MealViewer Services may allow third party content to be accessed or displayed, including the internet, pictures, videos, music, graphics, sound, and other materials ("Content"). Customer is solely responsible for evaluating the Content accessed via the MealViewer Services. Heartland has no control over the Content that is accessed or displayed using the MealViewer Services. Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. Content from third parties may also harm the MealViewer Services. Content provided by vendors or third parties may be cancelled or terminated at any time without notice, and may not be refunded by that vendor or third party. Heartland is not responsible for any Content, or for any damage caused by any Content accessed through the MealViewer Services. If Heartland provides storage for Content, then such Content may be deleted without notice. Content stored on by Heartland may be deleted, modified, or damaged.

7. Limited Warranty and Disclaimers.

- 7.1.** Heartland warrants that the MealViewer Software, as delivered to School, for the duration of this Agreement will perform substantially in accordance with the Documentation, provided that: (a) School remains a compliant, continuous subscriber to Support Services and has installed all maintenance Updates provided by Heartland, which would have cured the alleged nonconformity to perform in accordance with the Documentation; (b) School is using the MealViewer Software in accordance with the Documentation; (c) any error or defect detected is reproducible by Heartland; (d) the performance issue, error or defect does not relate exclusively to Third Party Software; and (e) School notifies Heartland of such nonconformance within the warranty period or within thirty days following expiration of the warranty period. Heartland warrants that it has title to, or the authority to grant a license to, the MealViewer Software, excluding Third Party Software, to School in accordance with the terms of this Agreement. As to Third Party Software, if any, Heartland warrants that it is licensed by the third party that has licensed the Third Party Software to Heartland, to sublicense such Third Party Software to School pursuant to the terms of this Agreement. School's sole and exclusive remedy for any breach of the foregoing warranties shall be the remedy set forth in Section 5 of this Agreement.
- 7.2.** For MealViewer Software that does not conform to the warranties contained in this Agreement, Heartland will, at its sole option, and provided School otherwise complies with the terms of this Agreement, repair or replace the nonconforming Software within a commercially reasonable period of time after receiving notice from School of such nonconformance.
- 7.3.** Heartland warrants that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate action of the part of Heartland (none of which actions have been modified or rescinded, and all of which actions are in full force and effect), and that this Agreement constitutes a valid and binding obligation of Heartland enforceable in accordance with its terms. Heartland will pass through to School, to the fullest extent possible, the warranties from Heartland's licensors as they relate to Third Party Software, if any.
- 7.4.** Heartland DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT THE SOFTWARE WILL RUN UNINTERRUPTED, OR THAT ALL SOFTWARE ERRORS CAN OR WILL BE CORRECTED.
- 7.5.** School warrants that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate action of the part of School (none of which actions have been

modified or rescinded, and all of which actions are in full force and effect), and that this Agreement constitutes a valid and binding obligation of School enforceable in accordance with its terms.

- 7.6. School accepts sole responsibility for (i) School's system configuration, design and requirements, (ii) the selection of the MealViewer Software to achieve School's intended results, and (iii) modifications, changes or alterations to the MealViewer Software by anyone other than Heartland or its agents that is not an Update. School acknowledges that it has had an opportunity to review the Documentation, it understands the functionality of the MealViewer Software and its ability to work with School's systems and to support School's business, and that it has made its own evaluation in deciding to license the MealViewer Software.
- 7.7. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY ATTACHMENT HERETO), NEITHER PARTY MAKES ANY WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE MEALVIEWER SOFTWARE, DOCUMENTATION, OR ANY MEALVIEWER SOFTWARE SERVICES PROVIDED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND EACH PARTY EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND CONDITIONS.
- 7.8. **Limited Hardware Warranty**

- 7.8.1. **Manufacturer's Warranty.** Purchased hardware comes with the standard manufacturer warranty terms ("**Manufacturer Warranty**") as well as a 30-day limited warranty from Heartland ("**Limited Warranty**"). For any Manufacturer Warranty or Limited Warranty claims, Heartland will process warranty claims for School, provide replacement hardware, and work directly with manufacturer to process the warranty claim, according to the terms and processes described in Section 7.8.5. Depending on the merchandise and the warranty provided, the warranty process may involve advance replacement, onsite repair, depot service, or replacement/repair upon return. For the Limited Warranty, Heartland warrants the Hardware to be free from defects in workmanship or material; under normal, proper usage or service conditions. Should Hardware prove to be defective by reason of improper workmanship or material under normal, proper usage or service conditions within the Limited Warranty period, Heartland will, at its sole discretion, repair or replace the Hardware without charge for parts or labor.
- 7.8.2. **Warranty Conditions.** All warranties are subject to the following conditions: (i) a warranty is void if the Hardware is damaged by any individual who is not an agent of Heartland through accident, improper installation, maintenance or misuse; or by lightning, fire, water, or other acts of nature, or by excessive or inadequate electrical power surges or other irregularities; (ii) a warranty is void if the Hardware is altered, repaired, or installed with additional options or parts by anyone other than Heartland; and (iii) the warranty shall not apply if a malfunction or failure of the Hardware is due to the particular circumstances of School's use of the Hardware, for example, installing Hardware on a network with network conditions or firewall restrictions.
- 7.8.3. **Limited Remedy.** Should the Hardware be defective, School's sole remedy will be repair or replacement as determined by Heartland. In no event will Heartland provide a refund, discount, or credit, or be liable for any loss of the use, revenue, anticipatory profit, and direct or indirect consequential damages arising out of or connected with the sale, use in operation, or the inability to use the Hardware. Except as otherwise noted in this section, Heartland makes no representations or warranties, whether express or implied, with respect to any products, including but not limited to, warranties, merchantability, or fitness for particular purpose and all such warranties are expressly disclaimed. Specifically, Seller makes no warranty that any piece of Hardware will be operable as a digital signage player following the earlier of the expiration of the warranty on such piece of Hardware or the termination of any specific software subscription to the MealViewer Software corresponding to such piece of Hardware.
- 7.8.4. **Warranty Process.** In the event of a Hardware issue on Hardware covered by either the Limited Warranty or the Manufacturer Warranty, School must contact Heartland to diagnose the problem and troubleshoot the issue. If Heartland confirms a warrantable problem, School will return the

Hardware pursuant to the Return Process section below. Heartland will arrange for repair or pickup of the Hardware or provide School with a shipping label or shipping information. If the Hardware is confirmed to be defective and is still under warranty, Heartland will repair or replace the Hardware at Heartland's expense. If the Hardware is not defective, Heartland will return the Hardware to School freight collect.

- 7.8.5. Return Process.** If School seeks to return, repair or replace products, including for warranty service, School will need to request a Return Merchandise Authorization ("RMA") number from Heartland. School may be required to provide the invoice number, model number, serial number, account number, site information, organization information, the detailed reason for the return, and other information as requested by Heartland prior to Heartland issuing an RMA. Heartland must receive returned Hardware within fifteen (15) days after issuance of an RMA number. Returned Hardware shipments must include all equipment, including parts, drives, manuals, cables, accessories, etc., all in the original packaging. Hardware should be returned to the return address provided by Heartland. Heartland will provide a return shipping label, or other shipping instructions. School must include the RMA number on the mailing label(s). If School fails to comply with these requirements, Heartland may refuse shipments and impose handling charges. Any missing parts, drives, manuals, cables, accessories, or other items not returned by School may result in Heartland rejecting the warranty claim.

8. Indemnification

- 8.1. Heartland Indemnification for Infringement.** Heartland will indemnify, defend, and hold School harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against School alleging that the use of the MealViewer Software Services as permitted hereunder infringes any United States copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (i) use of the MealViewer Software Services in violation of this Agreement or applicable law, (ii) use of the MealViewer Software Services after Heartland notifies School to discontinue use because of an infringement claim, or (iii) modifications to the MealViewer Software Services made other than by Heartland. If the MealViewer Software Services are held to infringe, Heartland will, at its own expense, in its sole discretion use reasonable commercial efforts either (a) to procure a license that will protect School against such claim without cost to School; (b) to replace the MealViewer Software Services with non-infringing services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement and refund to the School any prepaid unused fees paid to Heartland for the infringing MealViewer Software Services. The rights and remedies granted School under this Section 8.1 state Heartland's entire liability, and School's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.
- 8.2. Heartland Indemnification for Data Breach.** Heartland agrees to comply with the requirements of all applicable laws that require the notification of individuals in the event of unauthorized release of Personal Identifiable Information or other event requiring notification to the extent such laws expressly apply to Heartland. In the event of a breach of any of Heartland's security obligations or other event requiring notification under applicable law, Heartland agrees to notify the School promptly, if legally permitted to do so, and assume responsibility for informing all such individuals in accordance with applicable law, and to indemnify, hold harmless and defend the School and its employees from and against any and all claims, damages, or causes of action directly related to the unauthorized release.
- 8.3. Indemnification Procedure.** The indemnified party shall (i) promptly notify Heartland in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove Heartland's obligation except to the extent it is prejudiced thereby, and (ii) allow Heartland to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The indemnified party shall also provide Heartland with reasonable cooperation and assistance in defending such claim (at Heartland's cost).

9. Limitation of Liability.

- 9.1. EXCEPT FOR CLAIMS: (I) ALLEGEDLY ARISING OUT OF INFRINGEMENT, OR MISUSE OF EITHER PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR THEIR USE IN A MANNER WHICH IS INCONSISTENT WITH THE TERMS OF THIS AGREEMENT, OR (II) ALLEGEDLY ARISING OUT OF EITHER PARTY'S VIOLATION OF UNITED STATES OR OTHER LAWS APPLICABLE TO THE MEALVIEWER SOFTWARE OR DOCUMENTATION, INCLUDING U.S. DEPARTMENT OF COMMERCE EXPORT ADMINISTRATION REGULATIONS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. EXCEPT FOR CLAIMS: (I) ALLEGEDLY ARISING OUT OF INFRINGEMENT, OR MISUSE OF EITHER PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR THEIR USE IN A MANNER WHICH IS INCONSISTENT WITH THE TERMS OF THIS AGREEMENT, OR (II) ALLEGEDLY ARISING OUT OF EITHER PARTY'S VIOLATION OF UNITED STATES OR OTHER LAWS APPLICABLE TO THE MEALVIEWER SOFTWARE OR DOCUMENTATION, INCLUDING U.S. DEPARTMENT OF COMMERCE EXPORT ADMINISTRATION REGULATIONS, OR (III) NONPAYMENT OF AMOUNTS OWED TO EITHER PARTY, NEITHER PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR THE PROVISION OR NON-PROVISION OF SOFTWARE, DOCUMENTATION OR SUPPORT SERVICES (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL EXCEED THE AMOUNT OF THE TOTAL LICENSE FEES PAID TO HEARTLAND BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING ANY SUCH CLAIM. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION. CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE MEALVIEWER SOFTWARE WOULD BE HIGHER.

10. Term and Termination

- 10.1. **Term of Agreement.** This Agreement commences on the Effective Date and for a period of one year ("Initial Term"). These terms and conditions will apply at any time School is using the MealViewer Software, including any Renewal Term.
- 10.2. **Renewal Term.** The Order Agreement, including this Agreement and corresponding Subscriptions will automatically renew for successive 12 month terms (each, a "Renewal Term"), unless either party provides notice of non-renewal to the other party at least 30 days before the beginning of the Renewal Term. Each Renewal Term will commence on the first day after the end of the Initial Term.
- 10.3. **Termination for Cause.** This Agreement may be terminated for cause under the following circumstances:
- 10.3.1. Either party may terminate this Agreement based on the other party's material breach of any provision herein. A party seeking to terminate under this section must provide written notice to the other party of the material breach, and allow the other party 30 days to cure the breach.
- 10.3.2. Either party may terminate for cause immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors;
- 10.3.3. Heartland may terminate this Agreement for cause immediately if School or Users violate Heartland's intellectual property rights;
- 10.4. **Effect of Termination.**
- 10.4.1. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement.
- 10.4.2. **Payment upon Termination.** Upon termination of this Agreement, School agrees to pay Heartland any unpaid fees covering the remainder of the term of all MealViewer Software subscriptions. In no

event shall any termination relieve School of its obligation to pay any fees incurred during the period prior to termination.

10.4.3. Deletion and Return of User Data. We may delete any User Data fourteen (14) days following termination or the expiration of the Agreement. User Data may not be available after termination.

11. Miscellaneous


- 11.1 Trademarks.** The MealViewer name, logo, button icons, child character, and all related logos, products and services are trademarks or registered trademarks of Heartland. All other trademarks that appear on the website that are not owned by Heartland, or its Affiliates, are the property of their respective owners.
- 11.2 Copyright.** All content, titles, graphics, logos, button icons, images and software on the MealViewer website are the copyrighted material of Heartland, or its licensors. The compilation of all content on the MealViewer website is the exclusive property of Heartland, and is protected by U.S. and international copyright laws.
- 11.3 Use of Name and Logo.** School grants Heartland a non-exclusive license during the term of this Agreement to list School's name and display School's logo in the School section of Heartland's website and as may otherwise be necessary to provide the Services as requested by School.
- 11.4 Governing Law.** This Agreement shall be construed and governed by the laws of the state in which the government or public educational entity is located without regard to legal principles related to conflict of laws.
- 11.5 Jurisdiction & Venue.** Any suit, action or proceeding (collectively "action") arising out of or relating to this Agreement shall be brought in the state or federal courts in the state in which the government or public educational entity is located. The Parties agree and consent to the personal and exclusive jurisdiction of said courts over them as to all such actions, and further waive any claim that such action is brought in an improper or inconvenient forum.
- 11.6 Amendments.** Except as otherwise provided herein, no provision of this Agreement may be waived, amended or modified except in writing signed by an authorized representative of each Party.
- 11.7 Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.
- 11.8 No Waiver of Rights.** Any failure of either Party to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.
- 11.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. A facsimile or scanned version of an original signature transmitted to the other Party is effective as if the original was sent to the other Party.
- 11.10 Assignment.** This Agreement shall be binding upon and for the benefit of Heartland, School and their permitted successors and assigns. Heartland may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except for Heartland's use of subcontractors, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void.
- 11.11 Relationship of the Parties.** Heartland and School are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

- 11.12 Section Headings; Interpretation.** All section headings contained herein are for descriptive purposes only, and the language of such section shall control. All references to the plural herein shall also mean the singular and the singular shall also mean the plural unless the context otherwise requires.
- 11.13 Force Majeure.** Other than with respect to any payment or confidentiality obligation, neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including, but not limited to, work stoppages, fires, civil disobedience, earthquakes, floods, acts of God and similar occurrences. If a force majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and its expected duration and use its best efforts to mitigate its effects and perform hereunder.
- 11.14 Notices.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the Party set forth in the first sentence of this Agreement. Either Party may change its address by giving written notice of such change to the other Party.
- 11.15 No Third Party Beneficiaries.** Nothing contained in this Agreement is intended or shall be construed to confer upon any third party any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representative.

LINCOLNWOOD SCHOOL DISTRICT 74 Heartland Payment Systems, LLC.

By: _____

By:  _____

Title: _____

Title: SVP & General Manager, School Solutions

Date: _____

Date: 9/19/24

Heartland School Solutions Master Software Services Agreement

Updated February 7, 2022

This Master Software Services Agreement (the “Agreement”), together with all software-specific attachments, is made and entered into this day September 19 of 2024 (“Effective Date”), by and between by and between Heartland Payment Systems, LLC (d/b/a Heartland School Solutions) a Delaware limited liability company, with an office at 765 Jefferson Rd #400, Rochester, NY 14623 (“Heartland”), and Lincolnwood School District 74, having its principal place of business located at 6950 N East Prairie Road, Lincolnwood, IL (“Customer”). Heartland and Customer may individually be referred to herein as “Party” or collectively as “Parties”.

1. Definitions

1. **Affiliate** means a business entity that controls or is controlled by another business entity or is associated with other business entities under common ownership or control of a business entity, such as a subsidiary or parent company.
2. **Error** means a reproducible failure of the Software to perform in substantial conformity with the Documentation. An Error does not include a nonconformity resulting from customer’s improper use, alteration of or damage to the Software, or Customer’s combining or merging the Software with any Equipment or Software not approved by Heartland.
3. **Customer Data** means all information, files, content, figures, images, text, files or other data, including data concerning school lunch purchases, as well as student Personal Identifiable Information, provided by the Customer to Heartland in connection with the Services.
4. **Documentation** means all manuals, instructions, writings electronic or other media provided by Heartland relating to the Software.
5. **End User(s)** means the Customer’s employees and agents using the Software on Customer’s behalf.
6. **Feedback** means suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or End Users relating to Heartland’s products or services.
7. **FERPA** means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations at 34 CFR Part 99.
8. **Heartland Data** means all Heartland-created information, files, content, figures, images, text, files or other data provided by Heartland to Customer in connection with Customer’s or its End Users’ use of the Services.
9. **Major Enhancement** means any major functional revision to the Subscription released by Heartland during the Term.
10. **Minor Enhancement** means any minor release, update, modification or “bug fix” that does not necessarily provide materially new functionality, as determined by Heartland in its reasonable discretion, and made generally available to Customer.

11. **Personally Identifiable Information** or **PII** means information provided to Heartland by Customer that consists of (a) student names; (b) students' parent and family members' names; (c) students and students' families' address; (d) personal identifiers, such as social security numbers, student number, or biometric record; (e) indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; or (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, as defined by the regulations governing FERPA, 34 CFR § 99.3.
12. **Proposal** means the Heartland proposal identifying the Software and Subscriptions that Customer is purchasing.
13. **Services** mean the Software, Support Services, websites, mobile applications, or online services owned or operated by Heartland and its Affiliates, and provided to Customer.
14. **Software** means the specific Heartland software program(s) that Customer is using as shown on the Proposal.
15. **Subscription** means the continued provision of Software after the Initial Term.
16. **Support Services** means the services that Heartland provides Customer in connection with the Software.
17. **Support Incident** is defined as one specific Error or other technical issue that begins when Customer calls Heartland Technical Support and ends when either the single specific Error or other technical issue is resolved or deemed non-resolvable. Each Support Incident generates a "ticket", which will be opened, tracked and closed separately.
18. **Support Times** means Monday through Friday, 7:00 a.m. through 7:00 p.m. ET, excluding the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. Hours may be limited on other bank holidays.
19. **Updates** means modifications, enhancements, changes and alterations to the Software provided by Heartland during the Subscription, including all Major Enhancements and Minor Enhancements.

2. Grant of License

1. **Limited License.** Subject to the terms and conditions in this Agreement, and any applicable software-specific attachments, Heartland grants Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use the Services on a remote-access, subscription basis via the Internet solely in support of Customer's operations. This limited license includes standard maintenance, hosting and Support Services, patches, version releases, and upgrades that Heartland may provide or make available after initial implementation, together with any applicable additional or different terms..
2. **Prohibited Uses.** Customer will not, and will not permit any third party to, (a) download, copy, sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Service to a third party except as may be expressly set forth in this MSA and its attachments; (b) intentionally access or use any portion of the Software delivered by Heartland but not expressly licensed and paid for by Customer (c) use any Service to provide, or incorporate any Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or Heartland APIs to any Service, (d) disclose or publish performance benchmark results for the Software (as delivered or subsequently modified)

without Heartland's prior written consent; (e) transfer the Software to a different database platform or operating system, except as may be specifically allowed by Heartland in writing; (f) export or use the Software or Documentation in violation of United States, Canadian, or other applicable laws or regulations; (g) remove or obscure any proprietary or other notices contained in any Service; or (h) use any Service in violation of the terms and conditions of this Agreement or applicable law.

3. **Heartland Technology.** Customer agrees that Heartland retains all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, all Documentation and Software, and any and all related and underlying technology; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated (collectively, "**Heartland Technology**"). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Heartland Technology is granted to Customer. Further, Customer acknowledges that the Service is offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for any Service.
4. **Delivery.** Delivery shall be deemed complete when Heartland provides notification to Customer that Customer has the ability to access the Software.
5. **Commercial Computer Software.** The Software was developed at private expense, is commercial, and is published and copyrighted. The Software may be transferred to the U.S. government only with the prior written consent of Heartland and solely with "Restricted Rights" as that term is defined in 48 CFR § 52.227-19. In no event will the Software be licensed to Customer with rights greater than those set forth in 48 CFR § 52.227-19.

3. Privacy and Data Security

1. **Data Security.** Heartland maintains compliance with industry standard information security and privacy standards, and complies with all applicable data privacy laws, including FERPA, the Children's Online Privacy Protection Rule ("COPPA"), the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), the Payment Card Industry Data Security Standards ("PCI DSS"), and the National Automated Clearing House Association Standards ("Nacha"), as amended, together with regulations promulgated thereunder. Heartland's security controls substantially comply with the NIST Cybersecurity Framework, and are reviewed by independent third parties for compliance with SSAE standards. Heartland has also implemented security controls, including using firewall technology, encrypting data, regularly updating antivirus software, restricting access to data based on business need, identifying and authenticating access to system components, restricting physical access to data, testing security systems and processes, and maintaining internal policies that address information security.
2. **School Official.** Heartland complies with all FERPA requirements and uses PII only to provide the Services. If Customer's Confidential Information is subject to FERPA, Customer, pursuant to 34 C.F.R. § 99.31(a)(1), hereby designates Heartland as an "official" with a legitimate educational interest in the Confidential Information. Heartland's designation as an "official" of Customer is solely for the purposes of FERPA compliance and for no other purpose whatsoever, and to the extent Customer has policies, rules, and procedures binding on Customer "officials" generally, such policies, rules, and procedures will apply to Heartland only insofar as such compliance is directly relevant to compliance by Heartland and Customer with FERPA. Heartland agrees to: (i) abide by FERPA's limitations on re-disclosure of Personally Identifying Information in education records; (ii) not use or

disclose education records created or received from, by, or on behalf of Customer or its students for any purpose other than the purpose for which such disclosure is made; and, (iii) not use or disclose education records except as permitted by this Agreement, as required by law, or as authorized by Customer in writing.

3. **Heartland's Use of PII.** To the extent necessary to provide the Heartland Services, Customer authorizes Heartland to collect, access, use, transmit and/or otherwise process PII. Customer remains at all times in control of and the owner of PII that Heartland processes. By submitting or providing Heartland access to PII, Customer agrees that Heartland and its affiliates may process the PII for the sole purposes of (i) providing Heartland Services, (ii) maintaining, supporting, evaluating, improving and/or developing Heartland Services and developing new products or services, (iii) enforcing Heartland's rights under this Agreement, (iv) as permitted by applicable law, and (v) as permitted with the End User's consent, as communicated by Customer or End User to Heartland, solely with respect to their own PII. Heartland does not and will not use PII for targeted advertising.
4. **Data Breach.** Heartland agrees to comply with the requirements of all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of Heartland's security obligations or other event requiring notification under applicable law, Heartland will notify Customer as expediently as possible and without unreasonable delay, if legally permitted to do so, and assume responsibility for informing all such individuals in accordance with applicable law.

4. Software Support

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

2. Procedures for Submitting Support Incidents or Subscription Enhancements.

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

- a. Logging a case directly into customer portal website;
- b. Sending a detailed email to the support center; or
- c. Calling into Heartland's technical Help Desk via Heartland's toll-free number.

2. **Remote Diagnostics.** Heartland may perform any Error diagnostic or correction work via remote communication. If such remote support is unable to resolve the Error, Heartland may require Customer to provide data files on removable media via overnight courier (or other shipping method that provides end-to-end tracking) or other mutually agreed upon electronic medium at Customer's expense.

3. **Error Correction.** Heartland will make reasonable efforts to resolve reported, reproducible Errors. Customer will promptly provide Heartland with all information requested by Heartland to reproduce and resolve Errors. For each Error, Heartland will use reasonable efforts to provide Customer with (a) a work-around, (b) a Software patch or, (c) if Heartland cannot provide Customer with either (a) or (b), a specific action plan, including a good faith timing estimate, for resolving the Error.

3. **Error Priorities and Response Times.** Heartland will use reasonable efforts to communicate with Customer, by telephone, e-mail, or Heartland's website as described below, regarding Errors that are reported during the Support Times. For purposes of this Agreement, a "response" means Heartland's acknowledgment of an Error, and does not indicate that a resolution will be reached.

1. **Level One Response:** Where a major fault occurs such that a business critical function is not operational, and major user inconvenience is being caused then, during Support Times, Heartland shall endeavor to respond within two hours.

2. **Level Two Response:** Where a fault occurs such that a function is not operational, and while a workaround is available, the fault is causing significant user inconvenience then, during Support Times, Heartland shall respond within four hours.

3. **Level Three Response:** Where a fault occurs such that a non-critical function is not operational, which is causing an inconvenient problem but is not causing significant user inconvenience then, during Support Times, Heartland shall respond within one business day; or

4. **Level Four Response:** Where a fault occurs such that a cosmetic, non-urgent problem is being caused, e.g. a field is in the wrong position, then, during Support Times, Heartland shall respond within three business days.

4. **Limitations on Support Services.** Notwithstanding anything to the contrary elsewhere in this Agreement, Heartland will have no obligation to provide any support services to Customer if:

1. Such support relates to or involves any products, data, features, devices or equipment not provided or specified as compatible by Heartland;

2. Customer or a third party has altered or modified any portion of the Software in any manner without the prior written consent of Heartland;
 3. Customer has not installed or used the Software in accordance with instructions provided by Heartland, including failure to follow implementation procedures;
 4. Customer has failed to replace or update previous versions of the Software with Enhancements Heartland made available;
 5. A party other than Heartland has serviced the Software and the Software no longer conforms to its specifications; or
 6. Customer is not in full compliance with the other terms of this Agreement, or any other agreement between Heartland and Customer.
5. **Hardware.** Support Services do not include computer hardware, computer network, electrical, telephone, interconnection, or the installation or repair of accessories, alterations, parts or devices not provided by Heartland.
6. **Additional Services.** At Customer's request, Heartland may provide resources to perform additional services such as software development and testing for customization, modifications, additional training, custom reports and other custom developed services related to the Software (collectively "Professional Services"). Before providing Professional Services, the parties will mutually agree in writing on the scope and cost for Professional Services.

5. Customer Obligations

1. **Customer Responsibility.** Customer accepts sole responsibility for (i) Customer's system configuration, design and requirements, (ii) the selection of the Software to achieve Customer's intended results, and (iii) modifications, changes or alterations to the Software by anyone other than Heartland or its agents that is not an Update. Customer acknowledges that it has had an opportunity to review the Documentation, it understands the functionality of the Software and its ability to work with Customer's systems and to support Customer's operations, and that it has made its own evaluation in deciding to license the Software. Customer shall follow Heartland's procedures and recommendations in resolving Errors or submitting Support Incidents.
2. **Self Help.** Before contacting Heartland for Support Services, Customer should review the following (i) Heartland's FAQ's, which provide answers to many commonly asked questions, and are continually updated, (ii) Online Video Tutorials, (iii) the help documentation related to each Software module.
3. **Access.** During the Initial Support Term or any Renewal Support Term, Customer will provide Heartland with reasonable access (via remote or on-site access) to Customer's copies of the Software to the extent necessary, in Heartland's discretion, to enable Heartland to provide the Support Services.
4. **Communications Link.** During the Term, Customer will, at its sole expense, provide internet access to Heartland, which Heartland may use to provide Support Services. Heartland will have no liability to Customer if Heartland's ability to provide Support Services is impaired by Customer's inability to provide the functionality required for remote support.
5. **Support Contact.** Customer shall designate one employee and one alternate as its Support Contacts to be generally available during the Support Times to confer with Heartland regarding Errors, Enhancements, and other support-related issues. Customer

is responsible for ensuring that the above Support Contacts have sufficient training to attain and maintain competence in using the Software. Customer shall notify Heartland promptly of any changes in the Support Contacts. Heartland will provide technical support only to Customer's Support Contacts. Upon Customer request, Heartland may provide additional Support Services to any of Customer's employees, representatives, or consultants, which will be treated as Professional Services and subject to a written mutual agreement.

6. **Verification and Audit.** Within thirty (30) days after a written request by Heartland, submitted no more than once annually, Customer shall furnish to Heartland a certification signed by an appropriate officer of Customer certifying that Customer is using the Software in accordance with the terms of this Agreement. No more often than once annually, Heartland may conduct an audit of Customer's use of the Software to ensure compliance with this Agreement.

6. Term and Termination

1. **Term.** This Agreement will commence on the Effective Date and will continue for a term of five (5) years. Thereafter, the Agreement will automatically renew for additional one (1) year periods unless either Party terminates the Agreement by giving ninety (90) days written notice prior to the end of any term. The terms and conditions in this Agreement will remain in effect for as long as Heartland provides Services to Customer.
2. **Software Subscription Terms.** Unless otherwise agreed, Heartland will provide and bill for Services on an August 1 through July 31 basis. Customer's Initial Term is from the Effective Date through July 31st of the following calendar year. Customer's Renewal Term is the successive one (1) year periods from August 1 through July 31.
3. **Termination for Cause.** Either Party may terminate this Agreement if the other Party commits a material breach of the terms of this Agreement, and such noncompliance remains uncured for more than thirty (30) days after written notice thereof.
4. **Effect of Termination.** Upon termination, to the extent Customer has no legal or regulatory requirement to retain it, Customer shall immediately cease using and destroy or return to Heartland all copies of Heartland's Confidential Information, including, without limitation, all Software and Documentation in any form, including partial copies and modified versions, and shall certify in writing to Heartland that all such copies have been destroyed or returned.
5. **Remedies.** Except as expressly provided otherwise in this Agreement, (i) all remedies available to either party are cumulative and not exclusive; and (ii) termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief. Upon termination, all amounts owed under this Agreement and all Attachments shall immediately become due and payable.

7. Fees and Payment Terms

1. **License Fees.** The applicable software fees, including for the initial Software license, Subscription, and Support ("Software Fee") are set forth in the Proposal. Heartland reserves the right to increase the annual Subscription fees by not more than ten percent (10%) per year over the applicable amount for the immediately preceding year.
2. **Payment Procedures.** On or before the Effective Date, and on an annual basis 60 days prior to any Renewal Term, Heartland will invoice Customer for all Subscription Fees incurred by Customer pursuant to this Agreement. Customer shall pay all invoiced

amounts in U.S. dollars within thirty (30) days of the date of invoice. All Software fees are non-refundable and non-cancelable.

3. **Late Fees.** Late payments of fees are subject to a late charge equal to the lesser of eighteen percent (18%) per year or the highest rate permitted by applicable law.
 4. **Taxes.** Customer is solely and exclusively responsible for the payment of any required federal, state and local taxes arising from or relating to the Services, except for taxes related to the net income of Heartland and any taxes or obligations imposed upon Heartland under federal, state and local wage laws. Customer shall fully reimburse and indemnify Heartland for any amounts actually paid by Heartland or withheld by Customer for any such taxes or levies within thirty (30) calendar days after the date on which Heartland gives notice thereof to Customer.
 5. **Nonpayment.** In addition to all rights exercisable by Heartland, if Customer fails to pay for more than 60 days, Heartland reserves the right to suspend Services under this Agreement, and take any other action to which it is entitled under law.
 6. **Purchase Orders.** If Customer requires a purchase order, Customer will inform Heartland of the purchase order number and dollar amount. Customer agrees that the absence of a purchase order, or other document may not be raised as a defense to avoid Customer's payment obligations hereunder. Terms and conditions contained in a Customer purchase order will not be binding on Heartland, and will have no effect on Heartland's provision of Services under this Agreement.
 7. **Title.** Title to any tangible objects, including Hardware vests in Customer upon Heartland's shipment to Customer.
8. **Indemnification**
1. **Intellectual Property Indemnification.** Subject to Section 8.4 below, Heartland will indemnify, defend and hold Customer harmless from and against all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, brought against the indemnified party by a third party (collectively, "Losses"), incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer alleging that the use of the Services as permitted hereunder infringes any United States copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (i) use of the Services in violation of this Agreement or applicable law, (ii) use of the Services after Heartland notifies Customer to discontinue use because of an infringement claim, (iii) any claim relating to any third party content or Customer Data or (iv) modifications to the Services made other than by Heartland. If the Services are held to infringe, Heartland will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Services with non-infringing Services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Service Order Form and refund any prepaid unused fees Customer paid Heartland for the infringing Services. The rights and remedies granted Customer under this Section 5.1 state Heartland's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.
 2. **Data Breach Indemnification.** Heartland agrees to comply with the requirements of all applicable laws that require the notification of individuals in the event of unauthorized release of PII, or other security event requiring notification, to the extent such laws

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

- 3. Customer Indemnification.** To the extent permitted by applicable law, and subject to Section 8.4 below, Customer shall indemnify, defend, and hold Heartland harmless from and against any and all Losses relating to Customer's production or distribution of any materials resulting from use of the Services: (i) are factually inaccurate, misleading or deceptive; (ii) infringe or misappropriate any intellectual property rights any third party; (iii) are libelous, defamatory, obscene or pornographic, (iv) comprise unsolicited commercial e-mail or spam, or (v) violate civil or criminal laws or regulations, including those regulating the use and distribution of content on the internet and protection of personal privacy, provided that such Losses are not solely attributable to (y) a nonconformity of the Software to perform substantially in accordance with the Documentation or (z) the Services violating any applicable civil or criminal laws or regulations.
- 4. Indemnification Procedure.** The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

9. Warranty/Limitation of Liability

- 1. Heartland's Limited Warranty.** Heartland warrants that the Services will be performed by in a timely and professional manner. Heartland further warrants that the Services will be performed in all material respects in compliance with the functions described in the Documentation. If Customer notifies Heartland within fifteen (15) days of Customer's discovery the performance of the Services that the Services are not functioning as intended, Heartland will use good faith efforts to make the Services function as intended at no additional cost to Customer. Heartland does not warrant that it will be able to correct all defects in the Services reported by Customer. Heartland makes no warranty regarding features or services provided by third parties. The remedies set out in this subsection shall only apply if the applicable Services have been utilized by Customer in accordance with the terms of this Agreement and applicable law.
- 2. NO OTHER WARRANTY.** HEARTLAND DOES NOT REPRESENT THAT THE SERVICES OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR WILL MEET CUSTOMER'S OR ANY USER'S REQUIREMENTS. HEARTLAND DOES NOT REPRESENT THAT THE OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING, BUT NOT LIMITED TO, THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 6.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES OFFERED BY HEARTLAND. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS

OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND SOFTWARE ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

3. **Consequential Damage Waiver.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS AND COSTS, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.
4. **Limitation of Liability.** THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ("LOSS") ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO HEARTLAND FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS BETWEEN THE PARTIES AND THE PRICING OFFERED TO CUSTOMER FOR THE SERVICES REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

10. Confidentiality.

1. **Confidential Information.** "Confidential Information" means all information provided to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") that is designated in writing as proprietary or confidential or which a reasonable person familiar with the Disclosing Party's business and the industry in which it operates ought to know is of a confidential or proprietary nature. Confidential Information includes, but is not limited to, the terms and pricing of this Agreement, any internal processes, and all personal information of any Users, including, but not limited to, names, addresses, telephone numbers, email addresses, account numbers, personal data, and demographic, financial, and transaction information.
2. **Non-Disclosure of Confidential Information.** During the term of this Agreement and following termination or expiration of this Agreement, and except as otherwise set forth in Sections 10.3 and 10.4, the Receiving Party shall only use the Disclosing Party's Confidential Information for the purpose for which it was disclosed and shall not disclose such Confidential Information to any third party, except as required to perform under this Agreement or Service Order Form. The Receiving Party shall protect the Disclosing Party's Confidential Information in the same manner it protects its own confidential information, but in no event shall it protect the Disclosing Party's Confidential Information with less than commercially reasonable care. The Receiving Party shall only provide Confidential Information of the Disclosing Party to those of the Disclosing Party's employees, agents or business partners who have a need to know such Confidential Information in the course of the performance of their job duties and who are bound by a contractual duty of confidentiality no less protective than the Receiving Party's duties of confidentiality hereunder.
3. **Exclusions.** Notwithstanding the foregoing, Confidential Information will not include information that (i) was previously known free of any obligation to keep it confidential as evidenced by competent proof thereof; (ii) is or becomes publicly available, by other than

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

4. **Return and Retention of Confidential Information.** Upon termination of this Agreement, Customer shall promptly return or destroy all Confidential Information of Heartland in its possession. Upon termination of this Agreement, Heartland shall retain all Customer Data and other documents relative to this Agreement subject to the protections herein for as long as legally required to meet its legal, regulatory, and PCI compliance obligations.
5. **No Adequate Remedy at Law.** The Parties acknowledge and agree that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of the obligations of confidentiality in this Section 10. The Parties further acknowledge that any such breach may result in irreparable harm, and therefore, that upon any such breach or any threat thereof, a Party shall be entitled to seek appropriate equitable relief, including but not limited to injunction, in addition to whatever remedies it may have at law. In the event a Party should seek an injunction or other equitable relief, the other Party hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security.

11. **Miscellaneous**

1. **Entire Agreement.** This Agreement, together with any exhibits, constitutes the entire agreement between Customer and Heartland and supersedes any other prior agreements or understandings, whether oral or written, regarding the Services to be provided by Heartland. If a provision of this agreement is deemed null and void, invalid or without effect, the remainder of this agreement shall remain in effect. No amendment to or modification of this Agreement will be binding unless in writing and signed by both parties.
2. **Force Majeure.** With the exception of Customer's obligations to pay Heartland monies due under this Agreement, neither party shall be liable to the other for delay or failure to perform any obligation hereunder resulting from an event of force majeure, including (without limitation) acts of God or of the public enemy, fire, storm, flood, explosion, earthquake, hurricane, riots, wars, hostilities, civil commotion, strikes or labor disputes, interruption of supply, law or regulation, governmental action, or any other cause beyond the control of that party.
3. **Governing Law, Venue and Jurisdiction.** This Agreement shall be construed and governed by the laws of the state in which the public entity is resident without regard to legal principles related to conflict of laws. Any action arising out of or relating to this Agreement shall be brought only in the courts of the state in which the public entity is resident or in the applicable United States District Court. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all actions, and further waive any claim that such Action is brought in an improper or inconvenient forum. In any action, the parties waive trial by jury.
4. **Notices.** Unless otherwise specified in this Agreement, all notices shall be in writing and shall be mailed (via registered or certified mail, return receipt requested), telecopied, telegraphed, delivered by a nationally recognized express courier service, or personally delivered to the other party at the address set forth below (or at such other address as

either party may designate in writing to the other party). All notices will be effective upon receipt.

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

with a copy to: General Counsel
Global Payments Inc.
3550 Lenox Rd. NE, Suite 3000
Atlanta, GA 30342

For Customer: _____

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

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

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

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

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

HEARTLAND PAYMENT SYSTEMS, LLC

LINCOLNWOOD SCHOOL DISTRICT 74

SIGNATURE: 

SIGNATURE:

BY: Jeremy Loch
TITLE: President,
School Solutions

BY:
TITLE:
DATE:

DATE: 9/19/24

MySchool Services Attachment to Master Software Services Agreement

Updated February 7, 2022

The following terms and conditions in this MySchool Services Attachment (“MySchool Services Attachment”), together with the Master Software as a Service Agreement (“Agreement”), govern Heartland’s provision of MySchoolBucks, MySchoolApps, MSB Activities, MSB Accounting (also known as BlueBear), MSB Tickets, or other services (as defined below) to Customer.

1. **Definitions.** Terms not otherwise defined herein will have the meanings set forth in the Agreement.
 1. **“End User”** means any person who uses any of the MySchool Services to make a payment or receive information via the MySchool Services, including parents, guardians, Customer’s administrators, and any others who are authorized to access an account.
 2. **“MySchoolBucks Services”** mean the websites, mobile applications, or online services, including www.MySchoolBucks.com, provided by Heartland and its Affiliates that enable payments to be made to a student’s school account or accounts, or to Customer, for fees, purchases, etc., using a credit card, debit card, or an electronic check.
 3. **“MySchoolApps Services”** means the websites, mobile applications, or online services, including www.myschoolapps.com provided by Heartland and its Affiliates that enable End Users to apply for free or reduced meal services and other benefits on behalf of students.
2. **Services.**
 1. **Online MySchoolBucks Services.** Heartland will provide a website for an End User to enable registration activities, make purchases, and process payments to a school account(s) or to Customer, provided that Customer has enrolled in payment processing services. MySchoolBucks Services may also include Customer-managed student activity accounting.
 2. **Online MySchoolApps Services.** Heartland will provide a website for End Users to apply for free or reduced price meal plans or other benefits.
 3. **Fees.** Heartland reserves the right to increase pricing based on the number of registrations that Customer has on an annual basis.
 4. **Control of Funds.** Once an End User has made an online payment to Customer, Customer has sole discretion over the application and use of those funds, including providing refunds or returns. Heartland is not responsible for any funds, or Customer’s use of funds, after End User submits a payment using the Services.
 5. **MySchoolBucks Services include:**
 1. Student participation in various school programs, events, and products, including funding a student’s lunch account, managed through the MySchoolBucks website;
 2. Services and fees managed through the MySchoolBucks website;
 3. District-to-parent messaging, and other information published through the MySchoolBucks website or mobile app.

6. **MySchoolApps Services include:** Applying for free and reduced meals online through the MySchoolApps website: <https://www.myschoolapps.com/>.

3. Heartland Relationship with End Users

1. **MySchoolBucks Services.** End Users may supply data, including confidential data and personally identifiable information (“PII”), to utilize the MySchoolBucks Services, and may be able to retrieve PII associated with their account via desktop or mobile devices. PII submitted by End Users, whether via letter, voice, fax, email, chat, SMS, social media, mobile application, or browser, will be processed in accordance with the MySchoolBucks Terms of Use and Privacy Policy, available at www.myschoolbucks.com. Heartland may communicate with End Users about the MySchoolBucks Services, but does not sell any End User information or use any End User information for marketing purposes without consent.

2. **MySchoolApps Services.** End Users may supply data, including confidential data and personally identifiable information (“PII”), to utilize the MySchoolApps Services. PII submitted by End Users, whether via letter, voice, fax, email, chat, SMS, social media, mobile application, or browser, will be processed in accordance with the MySchoolApps Terms of Use and Privacy Policy, available at <https://www.myschoolapps.com>. Heartland may communicate with End Users about the MySchoolApps Services, but does not sell any End User information or use any End User information for marketing purposes without consent.

3. Heartland has implemented policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of payment data, including the Payment Card Industry Data Security Standards (PCI-DSS). When sharing PII with its Affiliates, Heartland will require those Affiliates to comply with this Attachment.

4. **MySchoolBucks Services Support.** Customer may contact Heartland for assistance resolving issues with the MySchoolBucks Services by calling 1-855-832-5226, completing the online support request form at <https://www.myschoolbucks.com/ver2/etc/getsupportrequest>, or via chat at www.myschoolbucks.com. MySchoolBucks Services support is available Monday through Friday, from 8am – 5pm Eastern Time.

5. MySchoolApps Services Support.

1. Self help documentation is available at: <https://mcssoftware.atlassian.net/wiki/spaces/MSA/pages/1238761482/Heartland+MSA+Supplements>

2. Email MSAsupport@e-hps.com with a question or a call back request. **Note:** MySchoolApps does not have a direct phone hot-line at the present time.

3. Request MySchoolApps Services assistance from your point of sale hot-line:

Mosaic	1-800-256-8224 Option #1	mosaicsupport@e-hps.com
Nutrikids	1-800-724-9853 Option #5	hss-nk-pos_support@e-hps.com
Café Enterprise	1-866-343-2594	Hss-CE-Help@e-hps.com
WebSMARTT	1-800-748-9631	websmarttsupport@e-hps.com

