	<p>LINCOLNWOOD SCHOOL DISTRICT 74 BOARD OF EDUCATION Finance Committee Meeting AGENDA Thursday, March 20, 2025 at <u>6:30 PM</u></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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*Agenda of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, to be held in the Marvin Garlich Administration Building
6950 N. East Prairie Road
Lincolnwood, Illinois 60712,
on Thursday, March 20, 2025.*

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

1. CALL TO ORDER/ROLL CALL

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair
Jay Oleniczak (BOE), Co-Chair
John P. Vranas (BOE)
Michael Bartholomew, Community Member
Maja Kenjar, Community Member
Adam Kriticos, Community Member
Steven Pawlow, 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 - **JANUARY 23, 2025**

3

Motion by member: _____ Seconded by: _____

b. Finance Committee Meeting Minutes - **FEBRUARY 20, 2025**

6

Motion by member: _____ Seconded by: _____

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

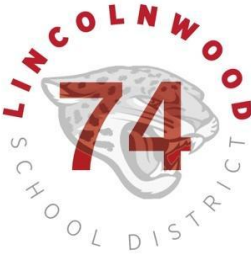
a. Fund Balance Report - **JANUARY 2025**

8

5. OLD BUSINESS	
a. <u>INFORMATION/DISCUSSION/ACTION</u> : FY 2026-2030 Transportation Services Amendment with First Student, Inc.	<u>16</u>
6. NEW BUSINESS	
a. <u>INFORMATION/DISCUSSION/ACTION</u> : 3-year Kindergarten through Third Grade Literacy Program Adoption HMH Education Company	<u>20</u>
b. <u>INFORMATION/DISCUSSION/ACTION</u> : Third Grade through Fifth Grade Literacy Program Adoption American Reading Company	<u>58</u>
c. <u>INFORMATION/DISCUSSION</u> : Final Fiscal Year 2024 Single Audit by Lauterbach & Amen, LLP	<u>118</u>
d. <u>INFORMATION/DISCUSSION/ACTION</u> : LBSA Waiver Request - FY26 Facilities Rental Fees	<u>132</u>
7. <u>INFORMATION/DISCUSSION</u> : District Purchasing Update(s) - <i>Dr. David L. Russo, Dr. Dominick M. Lupo, Jordan Stephen</i>	<u>134</u>
a. Jamf School Renewal for 2025-2026	
b. Frontline Proposal for 2025-2026	
8. <u>INFORMATION/DISCUSSION</u> : District Finance Update - <i>Courtney Whited, Business Manager/CSBO</i>	<u>136</u>
a. Does SD74 want to submit a reservation of rights letter to the workers' compensation provider?	
b. The Facilities Committee was presented with a 2.9% increase for 2025-26 custodial cleaning services from GSF USA, Inc resulting in an annual cost of \$521,132.90. This was the most recent annual CPI percentage for the area.	
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.

	<p>LINCOLNWOOD SCHOOL DISTRICT 74 BOARD OF EDUCATION Finance Committee Meeting Minutes Thursday, January 23, 2025 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, January 23, 2025.

1. CALL TO ORDER/ROLL CALL

Chair Theodore called the Finance Committee meeting to order at 6:30 p.m.

FINANCE COMMITTEE MEMBERS

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

FINANCE COMMITTEE MEMBERS NOT PRESENT

Michael Bartholomew, Community Member
Maja Kenjar, 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

Susan Fahey, Director Child Care and Development Center (CCDC)

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

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

A motion was made, seconded and passed to approve the minutes from the July 18, 2024, Finance Committee meeting.

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

A motion was made, seconded and passed to approve the minutes from the September 19, 2024, Finance Committee meeting.

c. Finance Committee Meeting Minutes - **OCTOBER 24, 2024**

A motion was made, seconded and passed to approve the minutes from the October 24, 2024, Finance Committee meeting.

d. Finance Committee Meeting Minutes - **NOVEMBER 21, 2024**

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

e. Finance Committee Meeting Minutes - **DECEMBER 12, 2024**

A motion was made, seconded and passed to approve the minutes from the December 12, 2024, Finance Committee meeting.

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

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

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

5. OLD BUSINESS

None

6. NEW BUSINESS

a. Extended Warranty for the Vulcan Double Oven

Courtney presented the Extended Warranty for the Vulcan Double Oven. The Committee recommended not proceeding with the extended warranty and addressing future repairs, as needed.

b. Post-Issuance Tax Compliance Reports

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept the findings contained in the Post-Issuance Tax Compliance Reports. Based upon the support of the Finance Committee, the Post-Issuance Tax Compliance Report will be placed on the Board of Education agenda for approval at the February 6, 2025 meeting.

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

a. Novel Effect Renewal for 2024-2025

b. Infinite Connections, Inc. Renewal for 2025-2026

c. Starfall Renewal for 2025-2026

d. Raptor Renewal for 2025-2026

e. AT&T Project Update

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

a. The CCDC lease expires on June 30, 2026.

Courtney and Dr. Russo invited Susan Fahey, Director of Child Care and Development Center (CCDC) to attend the Committee meeting. Susan thanked everyone for the opportunity to be present. Susan stated that CCDC has a long history in Lincolnwood, having served the family child care needs of teachers, administration, and community members. Susan emphasized the relationships that she has built with community members throughout the years and valued the great working relationship with District 74.

The Committee discussed that they speak for many relative to the value that CCDC brings to the community. The program does a great job for the community. The Committee explained that there are a lot of conditions to consider with the District's needs before making any decisions on what to do in the near future. The Committee asked about Susan's plans for the program. Susan explained that she has already identified a couple of current staff who would be taking over the program when she retires at the end of the current lease. Susan explained that she has been at the program for over 30 years, and they are nationally accredited because they meet national standards of licensure

and programming. Susan discussed that she does not have the ability to track historical numbers on the children who resided in Lincolnwood.

The Committee asked about the capacity for preschool in the area. Susan explained that there is definitely higher enrollment now than in the past years. The Committee inquired how many students they have right now, and Susan stated that they have 70 students currently. The Committee asked if Susan had considered a contingency plan should the District need some or all of the current space that CCDC occupies, and Susan stated that she has not yet explored contingency plans.

The Committee explained that they would continue to invite CCDC to come to future meetings as Todd Hall needs are discussed.

b. Northern Illinois Purchasing Cooperative (NIIPC)

Courtney discussed the Northern Illinois Purchasing Cooperative (NIIPC), will vote in January on whether to bid or rollover current bread and milk ancillary bids for SY2025-26. If the majority of the NIIPC members vote to bid an ancillary RFP, the current vendors (Alpha Baking and Bob's Dairy) could change.

c. Real Estate Tax Collections: Mid-Point Update

Courtney shared a mid-fiscal year review of the budgeted and actual collections of real estate tax revenue. A Public Act 102-0519 "Levy Adjustment Review" was shared with the Committee.

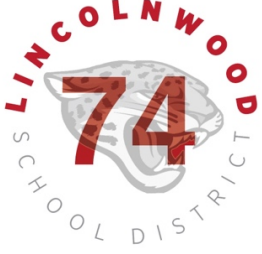
9. ADJOURNMENT

A motion was made, seconded and passed to adjourn the Finance Committee meeting. The Finance Committee meeting was adjourned at 7:21 p.m.

The next Finance Committee meeting will be Thursday, February 20, 2025 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, February 20, 2025 at <u>6:30 PM</u></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, February 20, 2025.

1. CALL TO ORDER/ROLL CALL

Chair Theodore called the Finance Committee meeting to order at 6:37 p.m. Roll call was taken and a quorum was not present. No formal recommendations were taken, but members continued with their discussion.

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair
Adam Kriticos, Community Member

FINANCE COMMITTEE MEMBERS NOT PRESENT

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

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **JANUARY 23, 2025**

The Finance Committee did not take any action relative to the January 23, 2025 minutes due to the lack of a quorum.

4. FUND BALANCE REPORT

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

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

5. OLD BUSINESS

None

6. NEW BUSINESS

a. District Staff and Student 1:1 Technology Refresh For 2024-2025 School Year

The Finance Committee members in attendance stated their support of the Administration's recommendation to the Board of Education to continue with the replacement of District equipment in an amount not to exceed \$183,000.

b. District 8th Grade Lab STEM Proposal

The Finance Committee members in attendance stated their support of the Administration's recommendation to the Board of Education to continue with the replacement of the 6th grade STEM lab computers in an amount not to exceed the amount of \$14,500.

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

a. 3 Year Classlink Renewal for 2026-2028 School Years

b. E-Rate Cat 2 Proposal for 2025-2026

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

a. 2024-25 School Year K-8 Registration Fees

Courtney explained that registration for the 2025-2026 school year will start in mid-March.

b. Timeline for any desired bond proceeds: Winter to Spring of FY2026

Courtney discussed one possible timeline for a potential bond sale.

c. Medical Insurance for Fiscal Year 2026

Courtney discussed the Preliminary rate information for HMO IL/HMO Blue Advantage and PPO plans.

9. ADJOURNMENT

The members in attendance stated their support to adjourn the Finance Committee meeting. The Finance Committee meeting was adjourned at 7:15 p.m.

The next Finance Committee meeting will be Thursday, March 20, 2025 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: January

Year: 2025

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	\$12,941,032.66	(\$12,109,509.61)	\$0.00	\$17,262,102.08
20	OPERATIONS & MAINTENANCE	\$2,129,075.85	\$1,165,083.74	(\$1,437,588.23)	\$0.00	\$1,856,571.36
30	DEBT SERVICE	\$820,485.25	\$861,074.88	(\$1,440,350.00)	\$0.00	\$241,210.13
40	TRANSPORTATION	\$1,844,953.06	\$790,353.10	(\$787,053.04)	\$0.00	\$1,848,253.12
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$796,532.07	\$72,357.47	(\$118,535.73)	\$0.00	\$750,353.81
52	SOCIAL SECURITY AND MEDICARE	\$388,614.04	\$163,182.67	(\$210,248.88)	\$0.00	\$341,547.83
60	CAPITAL PROJECTS	\$5,878,829.57	\$246,635.09	(\$2,306,233.91)	\$0.00	\$3,819,230.75
70	WORKING CASH	\$604,360.19	\$6,989.42	\$0.00	\$0.00	\$611,349.61
80	TORT IMMUNITY	\$477,855.04	\$110,603.37	\$10,354.00	\$0.00	\$598,812.41
90	FIRE PREVENTION & SAFETY	\$1,813,795.36	\$112,264.07	(\$1,633,190.44)	\$0.00	\$292,868.99
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$31,185,079.46	\$16,469,576.47	(\$20,032,355.84)	\$0.00	\$27,622,300.09

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 01/31/2025

Fiscal Year: 2024-2025

ASSETS

CASH & INVESTMENTS

Cash in Bank (+) \$27,068,617.84

Imprest Fund (+) \$15,219.03

Petty Cash (+) \$100.00

Sub-total : CASH & INVESTMENTS \$27,083,936.87

DUE FROM OTHER GOVERNMENTS

Inter-Governmental Loans (+) (\$467.03)

Sub-total : DUE FROM OTHER GOVERNMENTS (\$467.03)

Total : ASSETS \$27,083,469.84

LIABILITIES

ACCOUNTS PAYABLE

Accounts Payable (+) \$61,290.18

Sub-total : ACCOUNTS PAYABLE \$61,290.18

OTHER CURRENT LIABILITIES

Other Liabilities (+) \$38,662.78

Payroll Liabilities (+) (\$638,783.21)

Sub-total : OTHER CURRENT LIABILITIES (\$600,120.43)

Total : LIABILITIES (\$538,830.25)

FUND BALANCE

Unreserved Fund Balance

Fund Balance (+) \$31,185,079.46

Sub-total : Unreserved Fund Balance \$31,185,079.46

NET INCREASE (DECREASE)

NET INCREASE (DECREASE) (+) (\$3,562,779.37)

Sub-total : NET INCREASE (DECREASE) (\$3,562,779.37)

Total : FUND BALANCE \$27,622,300.09

Total LIABILITIES + FUND BALANCE \$27,083,469.84

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2025 through 01/31/2025

Fiscal Year: 2024-2025

	<u>01/01/2025 - 01/31/2025</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
REVENUE					
LOCAL SOURCES					
Property Tax Receipts (+)	\$0.00	\$13,259,500.57	\$28,432,547.00	\$15,173,046.43	46.6%
Payments in Lieu of Taxes (+)	\$124,661.60	\$555,322.44	\$900,000.00	\$344,677.56	61.7%
Tuition Payments Received (+)	\$47,526.40	\$109,185.86	\$219,161.00	\$109,975.14	49.8%
Interest Revenue Received (+)	\$47,333.31	\$362,589.52	\$725,000.00	\$362,410.48	50.0%
Sales to Pupils & Adults (+)	\$442.78	\$119,754.95	\$210,000.00	\$90,245.05	57.0%
Activity Fees Received (+)	\$138.00	\$58,606.49	\$116,200.00	\$57,593.51	50.4%
Other Local Revenue (+)	\$38,288.69	\$291,321.25	\$382,647.00	\$91,325.75	76.1%
Rental Revenue (+)	\$102.00	\$52,099.91	\$103,015.00	\$50,915.09	50.6%
Sub-total : LOCAL SOURCES	\$258,492.78	\$14,808,380.99	\$31,088,570.00	\$16,280,189.01	47.6%
STATE SOURCES					
State Grants & Aid Received (+)	\$285,385.46	\$967,311.45	\$1,841,000.00	\$873,688.55	52.5%
Sub-total : STATE SOURCES	\$285,385.46	\$967,311.45	\$1,841,000.00	\$873,688.55	52.5%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	\$345,571.54	\$693,884.03	\$865,430.00	\$171,545.97	80.2%
Sub-total : FEDERAL SOURCES	\$345,571.54	\$693,884.03	\$865,430.00	\$171,545.97	80.2%
Total : REVENUE	\$889,449.78	\$16,469,576.47	\$33,795,000.00	\$17,325,423.53	48.7%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
Salaries (-)	\$933,844.36	\$3,642,927.35	\$7,969,771.00	\$4,326,843.65	45.7%
Employee Benefits (-)	\$127,429.83	\$613,394.02	\$1,515,245.00	\$901,850.98	40.5%
Termination Benefits (-)	\$28,627.29	\$142,096.39	\$405,429.00	\$263,332.61	35.0%
Purchased Services (-)	\$13,140.14	\$196,818.67	\$353,380.00	\$156,561.33	55.7%
Supplies & Materials (-)	\$10,127.92	\$238,736.28	\$688,590.00	\$449,853.72	34.7%
Capital Expenditures (-)	\$24,219.41	\$191,614.36	\$265,600.00	\$73,985.64	72.1%
Other Objects (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Non-Capitalized Equipment (-)	\$24.48	\$2,401.01	\$168,500.00	\$166,098.99	1.4%
Sub-total : REGULAR K-12 PROGRAMS	(\$1,137,413.43)	(\$5,027,988.08)	(\$11,367,265.00)	(\$6,339,276.92)	44.2%
PRE-K PROGRAMS					
Salaries (-)	\$30,447.72	\$121,723.34	\$251,109.00	\$129,385.66	48.5%
Employee Benefits (-)	\$9,788.56	\$40,878.27	\$82,717.00	\$41,838.73	49.4%
Purchased Services (-)	\$0.00	\$2,000.00	\$2,000.00	\$0.00	100.0%
Supplies & Materials (-)	\$301.23	\$963.45	\$5,200.00	\$4,236.55	18.5%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Sub-total : PRE-K PROGRAMS	(\$40,537.51)	(\$165,565.06)	(\$341,776.00)	(\$176,210.94)	48.4%
SPECIAL ED PROGRAMS K-12					
Salaries (-)	\$189,797.55	\$748,520.03	\$1,572,954.00	\$824,433.97	47.6%
Employee Benefits (-)	\$43,733.07	\$182,289.73	\$377,575.00	\$195,285.27	48.3%
Purchased Services (-)	\$0.00	\$2,380.66	\$2,000.00	(\$380.66)	119.0%
Supplies & Materials (-)	\$14.90	\$2,721.34	\$3,750.00	\$1,028.66	72.6%
Capital Expenditures (-)	\$2,031.73	\$2,613.80	\$4,000.00	\$1,386.20	65.3%
Other Objects (-)	\$0.00	\$625.00	\$0.00	(\$625.00)	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2025 through 01/31/2025

Fiscal Year: 2024-2025

	<u>01/01/2025 - 01/31/2025</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Non-Capital Equipment (-)	\$348.15	\$714.25	\$3,000.00	\$2,285.75	23.8%
Sub-total : SPECIAL ED PROGRAMS K-12	(\$235,925.40)	(\$939,864.81)	(\$1,963,279.00)	(\$1,023,414.19)	47.9%
REMEDIAL & SUPPLEMENTAL K-12					
Salaries (-)	\$72,589.23	\$290,356.98	\$629,107.00	\$338,750.02	46.2%
Employee Benefits (-)	\$9,975.37	\$47,903.45	\$116,539.00	\$68,635.55	41.1%
Purchased Services (-)	\$0.00	\$69,061.40	\$90,000.00	\$20,938.60	76.7%
Supplies & Materials (-)	\$69.21	\$2,098.78	\$46,875.00	\$44,776.22	4.5%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$82,633.81)	(\$409,420.61)	(\$882,521.00)	(\$473,100.39)	46.4%
INTERSCHOLASTIC PROGRAMS					
Salaries (-)	\$2,439.57	\$41,422.52	\$111,000.00	\$69,577.48	37.3%
Employee Benefits (-)	\$93.84	\$1,883.85	\$6,500.00	\$4,616.15	29.0%
Supplies & Materials (-)	\$56.97	\$2,269.70	\$7,250.00	\$4,980.30	31.3%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$5,500.00	\$3,800.00	(\$1,700.00)	144.7%
Sub-total : INTERSCHOLASTIC PROGRAMS	(\$2,590.38)	(\$51,076.07)	(\$130,050.00)	(\$78,973.93)	39.3%
SUMMER SCHOOL PROGRAMS					
Salaries (-)	\$0.00	\$36,169.76	\$73,000.00	\$36,830.24	49.5%
Employee Benefits (-)	\$0.00	\$1,562.25	\$3,720.00	\$2,157.75	42.0%
Supplies & Materials (-)	\$0.00	\$2,311.38	\$3,000.00	\$688.62	77.0%
Sub-total : SUMMER SCHOOL PROGRAMS	\$0.00	(\$40,043.39)	(\$79,720.00)	(\$39,676.61)	50.2%
GIFTED PROGRAMS					
Salaries (-)	\$64,941.24	\$259,764.96	\$563,324.00	\$303,559.04	46.1%
Employee Benefits (-)	\$10,838.18	\$52,249.29	\$124,569.00	\$72,319.71	41.9%
Supplies & Materials (-)	\$820.18	\$4,697.95	\$4,375.00	(\$322.95)	107.4%
Sub-total : GIFTED PROGRAMS	(\$76,599.60)	(\$316,712.20)	(\$692,268.00)	(\$375,555.80)	45.7%
BILINGUAL PROGRAMS					
Salaries (-)	\$85,709.76	\$331,924.83	\$708,394.00	\$376,469.17	46.9%
Employee Benefits (-)	\$9,637.35	\$43,801.60	\$141,805.00	\$98,003.40	30.9%
Purchased Services (-)	\$0.00	\$0.00	\$3,750.00	\$3,750.00	0.0%
Supplies & Materials (-)	\$160.15	\$1,454.36	\$7,925.00	\$6,470.64	18.4%
Sub-total : BILINGUAL PROGRAMS	(\$95,507.26)	(\$377,180.79)	(\$861,874.00)	(\$484,693.21)	43.8%
ATTENDANCE & SOCIAL WORK					
Salaries (-)	\$45,676.40	\$192,735.41	\$424,837.00	\$232,101.59	45.4%
Employee Benefits (-)	\$3,989.68	\$18,880.64	\$45,177.00	\$26,296.36	41.8%
Purchased Services (-)	\$0.00	\$941.00	\$900.00	(\$41.00)	104.6%
Supplies & Materials (-)	\$75.45	\$1,617.35	\$2,785.00	\$1,167.65	58.1%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$49,741.53)	(\$214,174.40)	(\$473,699.00)	(\$259,524.60)	45.2%
HEALTH SERVICES					
Salaries (-)	\$6,593.40	\$45,202.83	\$160,245.00	\$115,042.17	28.2%
Employee Benefits (-)	\$1,065.26	\$8,791.24	\$67,815.00	\$59,023.76	13.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2025 through 01/31/2025

Fiscal Year: 2024-2025

	<u>01/01/2025 - 01/31/2025</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Purchased Services (-)	\$37,477.50	\$79,290.00	\$121,000.00	\$41,710.00	65.5%
Supplies & Materials (-)	\$243.14	\$2,029.09	\$5,400.00	\$3,370.91	37.6%
Capital Expenditures (-)	\$0.00	\$1,304.23	\$1,300.00	(\$4.23)	100.3%
Other Objects (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Non-Capital Equipment (-)	\$0.00	\$1,492.00	\$1,500.00	\$8.00	99.5%
Sub-total : HEALTH SERVICES	(\$45,379.30)	(\$138,109.39)	(\$358,010.00)	(\$219,900.61)	38.6%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$22,132.77	\$88,531.08	\$191,817.00	\$103,285.92	46.2%
Employee Benefits (-)	\$1,644.57	\$7,561.74	\$17,874.00	\$10,312.26	42.3%
Purchased Services (-)	\$537.90	\$4,473.76	\$4,300.00	(\$173.76)	104.0%
Supplies & Materials (-)	\$66.62	\$254.89	\$1,575.00	\$1,320.11	16.2%
Sub-total : PSYCHOLOGICAL SERVICES	(\$24,381.86)	(\$100,821.47)	(\$215,566.00)	(\$114,744.53)	46.8%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$30,086.76	\$120,347.04	\$260,752.00	\$140,404.96	46.2%
Employee Benefits (-)	\$3,903.65	\$18,625.24	\$44,715.00	\$26,089.76	41.7%
Purchased Services (-)	\$5,380.90	\$33,109.90	\$58,700.00	\$25,590.10	56.4%
Supplies & Materials (-)	\$0.00	\$490.81	\$1,550.00	\$1,059.19	31.7%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$39,371.31)	(\$172,572.99)	(\$365,717.00)	(\$193,144.01)	47.2%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$11,446.75	\$46,209.14	\$90,000.00	\$43,790.86	51.3%
Employee Benefits (-)	\$751.47	\$3,022.16	\$8,040.00	\$5,017.84	37.6%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$12,198.22)	(\$49,231.30)	(\$98,040.00)	(\$48,808.70)	50.2%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$43,394.20	\$255,514.64	\$405,333.00	\$149,818.36	63.0%
Employee Benefits (-)	\$5,815.74	\$35,427.64	\$60,561.00	\$25,133.36	58.5%
Purchased Services (-)	\$9,486.38	\$30,464.19	\$58,600.00	\$28,135.81	52.0%
Supplies & Materials (-)	\$0.00	\$1,017.18	\$2,000.00	\$982.82	50.9%
Other Objects (-)	\$0.00	\$271.71	\$4,000.00	\$3,728.29	6.8%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$58,696.32)	(\$322,695.36)	(\$530,494.00)	(\$207,798.64)	60.8%
EDUCATIONAL MEDIA					
Salaries (-)	\$33,966.36	\$135,865.44	\$294,375.00	\$158,509.56	46.2%
Employee Benefits (-)	\$4,153.23	\$20,722.11	\$35,505.00	\$14,782.89	58.4%
Supplies & Materials (-)	\$0.00	\$8,387.24	\$19,900.00	\$11,512.76	42.1%
Sub-total : EDUCATIONAL MEDIA	(\$38,119.59)	(\$164,974.79)	(\$349,780.00)	(\$184,805.21)	47.2%
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	\$5,642.34	\$5,000.00	(\$642.34)	112.8%
Purchased Services (-)	\$11,378.96	\$95,656.05	\$213,000.00	\$117,343.95	44.9%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2025 through 01/31/2025

Fiscal Year: 2024-2025

	<u>01/01/2025 - 01/31/2025</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Supplies & Materials (-)	\$0.00	\$500.89	\$2,500.00	\$1,999.11	20.0%
Other Objects (-)	\$0.00	\$134.00	\$16,000.00	\$15,866.00	0.8%
Sub-total : ADMIN SERVICES - BOARD OF ED	(\$11,378.96)	(\$101,933.28)	(\$236,500.00)	(\$134,566.72)	43.1%
SUPERINTENDENT					
Salaries (-)	\$31,318.68	\$168,021.97	\$282,419.00	\$114,397.03	59.5%
Employee Benefits (-)	\$4,294.57	\$38,292.69	\$57,281.00	\$18,988.31	66.9%
Purchased Services (-)	\$515.00	\$531.34	\$4,000.00	\$3,468.66	13.3%
Supplies & Materials (-)	\$973.31	\$1,943.84	\$2,000.00	\$56.16	97.2%
Other Objects (-)	\$500.00	\$1,032.99	\$3,000.00	\$1,967.01	34.4%
Sub-total : SUPERINTENDENT	(\$37,601.56)	(\$209,822.83)	(\$348,700.00)	(\$138,877.17)	60.2%
ADMIN SERVICES - SPECIAL ED					
Salaries (-)	\$18,218.79	\$97,166.88	\$157,897.00	\$60,730.12	61.5%
Employee Benefits (-)	\$4,305.80	\$28,447.94	\$48,032.00	\$19,584.06	59.2%
Purchased Services (-)	\$0.00	\$109.88	\$1,350.00	\$1,240.12	8.1%
Other Objects (-)	\$0.00	\$0.00	\$300.00	\$300.00	0.0%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$22,524.59)	(\$125,724.70)	(\$207,579.00)	(\$81,854.30)	60.6%
WORKERS COMPENSATION INSURANCE					
Purchased Services (-)	(\$8,670.00)	(\$10,354.00)	\$72,000.00	\$82,354.00	-14.4%
Sub-total : WORKERS COMPENSATION INSURANCE	\$8,670.00	\$10,354.00	(\$72,000.00)	(\$82,354.00)	14.4%
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 (-)	\$85,127.29	\$451,482.49	\$739,568.00	\$288,085.51	61.0%
Employee Benefits (-)	\$18,889.11	\$121,103.94	\$224,022.00	\$102,918.06	54.1%
Purchased Services (-)	\$697.78	\$3,212.96	\$6,000.00	\$2,787.04	53.5%
Supplies & Materials (-)	\$97.19	\$964.08	\$4,000.00	\$3,035.92	24.1%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Other Objects (-)	\$20.00	\$1,002.00	\$2,400.00	\$1,398.00	41.8%
Sub-total : PRINCIPAL	(\$104,831.37)	(\$577,765.47)	(\$976,990.00)	(\$399,224.53)	59.1%
OTHER SUPPORT SERVICES - SCH ADMIN					
Salaries (-)	\$13,377.00	\$71,344.00	\$115,935.00	\$44,591.00	61.5%
Employee Benefits (-)	\$2,899.19	\$19,424.21	\$33,050.00	\$13,625.79	58.8%
Sub-total : OTHER SUPPORT SERVICES - SCH ADMIN	(\$16,276.19)	(\$90,768.21)	(\$148,985.00)	(\$58,216.79)	60.9%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	\$23,774.31	\$126,796.32	\$206,044.00	\$79,247.68	61.5%
Employee Benefits (-)	\$3,202.54	\$20,879.78	\$35,351.00	\$14,471.22	59.1%
Other Objects (-)	\$0.00	\$2,845.30	\$1,500.00	(\$1,345.30)	189.7%

Operating Statement with Budget

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Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2025 through 01/31/2025

Fiscal Year: 2024-2025

	<u>01/01/2025 - 01/31/2025</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : OPERATION OF BUSINESS SERVICES	(\$26,976.85)	(\$150,521.40)	(\$242,895.00)	(\$92,373.60)	62.0%
FISCAL SERVICES					
Salaries (-)	\$29,131.56	\$155,407.47	\$252,774.00	\$97,366.53	61.5%
Employee Benefits (-)	\$10,199.82	\$63,416.59	\$106,938.00	\$43,521.41	59.3%
Purchased Services (-)	\$254.50	\$1,678.30	\$117,400.00	\$115,721.70	1.4%
Supplies & Materials (-)	\$140.03	\$3,678.19	\$5,500.00	\$1,821.81	66.9%
Other Objects (-)	(\$37.83)	\$11,774.82	\$30,000.00	\$18,225.18	39.2%
Sub-total : FISCAL SERVICES	(\$39,688.08)	(\$235,955.37)	(\$512,612.00)	(\$276,656.63)	46.0%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	\$19,147.85	\$101,556.85	\$358,818.00	\$257,261.15	28.3%
Capital Expenditures (-)	\$6,735.69	\$2,285,243.50	\$2,923,502.00	\$638,258.50	78.2%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$25,883.54)	(\$2,386,800.35)	(\$3,282,320.00)	(\$895,519.65)	72.7%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	\$64,685.52	\$341,344.40	\$573,222.00	\$231,877.60	59.5%
Employee Benefits (-)	\$17,437.49	\$103,754.11	\$179,849.00	\$76,094.89	57.7%
Purchased Services (-)	\$82,307.49	\$650,844.75	\$1,151,700.00	\$500,855.25	56.5%
Supplies & Materials (-)	\$34,365.74	\$340,271.40	\$515,950.00	\$175,678.60	66.0%
Capital Expenditures (-)	\$9,810.26	\$1,603,112.33	\$1,919,270.00	\$316,157.67	83.5%
Other Objects (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$2,846.99	\$5,000.00	\$2,153.01	56.9%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$208,606.50)	(\$3,042,173.98)	(\$4,345,991.00)	(\$1,303,817.02)	70.0%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$131,212.92	\$787,053.04	\$1,650,000.00	\$862,946.96	47.7%
Sub-total : PUPIL TRANSPORTATION	(\$131,212.92)	(\$787,053.04)	(\$1,650,000.00)	(\$862,946.96)	47.7%
FOOD SERVICES					
Salaries (-)	\$38,229.38	\$173,511.11	\$303,973.00	\$130,461.89	57.1%
Employee Benefits (-)	\$14,235.43	\$66,756.90	\$120,107.00	\$53,350.10	55.6%
Purchased Services (-)	\$144.00	\$2,299.31	\$5,000.00	\$2,700.69	46.0%
Supplies & Materials (-)	\$28,948.52	\$166,470.32	\$282,000.00	\$115,529.68	59.0%
Capital Expenditures (-)	\$1,014.80	\$15,476.54	\$7,000.00	(\$8,476.54)	221.1%
Other Objects (-)	\$99.00	\$1,824.66	\$1,500.00	(\$324.66)	121.6%
Non-Capitalized Equipment (-)	\$0.00	\$268.62	\$4,000.00	\$3,731.38	6.7%
Sub-total : FOOD SERVICES	(\$82,671.13)	(\$426,607.46)	(\$723,580.00)	(\$296,972.54)	59.0%
INTERNAL SERVICES					
Purchased Services (-)	\$1,715.85	\$13,935.00	\$27,000.00	\$13,065.00	51.6%
Supplies & Materials (-)	\$0.00	\$479.02	\$1,500.00	\$1,020.98	31.9%
Sub-total : INTERNAL SERVICES	(\$1,715.85)	(\$14,414.02)	(\$28,500.00)	(\$14,085.98)	50.6%
INFORMATION SERVICES					
Salaries (-)	\$10,269.84	\$62,625.88	\$96,859.00	\$34,233.12	64.7%
Employee Benefits (-)	\$4,658.40	\$31,009.49	\$50,938.00	\$19,928.51	60.9%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 01/01/2025 through 01/31/2025

Fiscal Year: 2024-2025

	<u>01/01/2025 - 01/31/2025</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Purchased Services (-)	\$105.30	\$9,134.09	\$24,500.00	\$15,365.91	37.3%
Supplies & Materials (-)	\$26.49	\$2,208.52	\$6,500.00	\$4,291.48	34.0%
Other Objects (-)	\$250.00	\$1,293.88	\$750.00	(\$543.88)	172.5%
Sub-total : INFORMATION SERVICES	(\$15,310.03)	(\$106,271.86)	(\$179,547.00)	(\$73,275.14)	59.2%
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$65,675.14	\$341,669.58	\$569,435.00	\$227,765.42	60.0%
Employee Benefits (-)	\$15,482.31	\$93,175.76	\$176,370.00	\$83,194.24	52.8%
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	(\$81,157.45)	(\$434,845.34)	(\$748,005.00)	(\$313,159.66)	58.1%
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	\$81,741.53	\$211,629.00	\$129,887.47	38.6%
Other Objects (-)	\$37,003.09	\$1,339,530.29	\$2,896,708.00	\$1,557,177.71	46.2%
Sub-total : PAYMENTS TO OTHER LEAs	(\$37,003.09)	(\$1,421,271.82)	(\$3,108,337.00)	(\$1,687,065.18)	45.7%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	\$0.00	\$290,350.00	\$565,000.00	\$274,650.00	51.4%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	(\$290,350.00)	(\$565,000.00)	(\$274,650.00)	51.4%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$1,150,000.00	\$1,150,000.00	\$0.00	100.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	(\$1,150,000.00)	(\$1,150,000.00)	\$0.00	100.0%
DEBT SERVICE - OTHER					
Debt Service Fees (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : DEBT SERVICE - OTHER	\$0.00	\$0.00	(\$2,500.00)	(\$2,500.00)	0.0%
Total : EXPENDITURES	(\$2,773,263.63)	(\$20,032,355.84)	(\$37,364,000.00)	(\$17,331,644.16)	53.6%
NET INCREASE (DECREASE)	(\$1,883,813.85)	(\$3,562,779.37)	(\$3,569,000.00)	(\$6,220.63)	99.8%

End of Report



Executive Summary Finance Committee Meeting

DATE: March 20, 2025

TOPIC: FY 2026-2030 Transportation Services Amendment with First Student, Inc.

PREPARED BY: Courtney Whited

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

The Board approves all contracts over \$10,000.

First Student, Inc. provided a five-year renewal amendment to all four districts that took part in the FY2016 bid for regular education transportation services (SD #70, #71, #74 and #219).

SD74's Legal Counsel reviewed the original amendment, proposed a redline edits and First Student accepted every edit to create the final draft included in the attachment.

Fiscal Impact:

A 3.75% rate increase for the next five (5) school years of regular education transportation services.

The prior year's increase was 4.90%.

Lincolnwood School District 74	24/25	25/26	26/27	27/28	28/29	29/30
AM Rate per Route-Single	\$147.44	\$152.97	\$158.71	\$164.66	\$170.83	\$177.24
AM Rate per Route-Dual	\$73.70	\$76.46	\$79.33	\$82.31	\$85.39	\$88.59
AM Rate per Route-Dual Paired with District 219(credit back to district)	\$127.02	\$131.78	\$136.73	\$141.85	\$147.17	\$152.69
PM Rate per Route-Single	\$147.44	\$152.97	\$158.71	\$164.66	\$170.83	\$177.24
PM Rate per Route-Dual	\$73.70	\$76.46	\$79.33	\$82.31	\$85.39	\$88.59
PM Rate per Route-Dual Paired with District 219(credit back to district)	\$127.02	\$131.78	\$136.73	\$141.85	\$147.17	\$152.69
Mid-day Rate per Route (Pre-Kindergarten)	\$104.01	\$107.91	\$111.96	\$116.16	\$120.51	\$125.03
Before School Activity Rate per Route	\$117.34	\$121.74	\$126.31	\$131.04	\$135.96	\$141.05
After School Activity Rate per Route	\$117.34	\$121.74	\$126.31	\$131.04	\$135.96	\$141.05
Extracurricular Charter Rate per Hour	\$69.34	\$71.94	\$74.64	\$77.44	\$80.34	\$83.35

*The above prices are inclusive of the District 219 equipment surcharge

District 219 equipment Surcharge AM or PM Route	\$47.87	\$49.67	\$51.53	\$53.46	\$55.46	\$57.54
District 219 equipment Surcharge Midday or Activity Route	\$11.97	\$12.42	\$12.88	\$13.37	\$13.87	\$14.39

Recommendation:

The Finance Committee concurs with the Administration's recommendation to the Board of Education to accept this Amendment from First Student, Inc. for transportation services with consecutive 3.75% annual rate increases each of the five (5) fiscal years in effect from August 1, 2025 through July 31, 2030.

**AMENDMENT AND EXTENSION OF PUPIL TRANSPORTATION SERVICES AGREEMENT
BETWEEN
LINCOLNWOOD SCHOOL DISTRICT 74 AND FIRST STUDENT, INC.**

THIS AMENDMENT is made and entered into as of the 3rd day of April, 2025 by and between Lincolnwood School District 74, with principal offices at 6950 N. East Prairie Road Lincolnwood, IL 60712, (the "District") and First Student, Inc. with its national headquarters at 191 Rosa Parks Street, 8th Floor, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 3015 E. New York St., STE A2-262 Aurora, IL 60540 ("Contractor" and, collectively, the "Parties").

WHEREAS, the Contractor was the successful bidder on March 16, 2015 and operated the student transportation services for the District for the school years of 2015-16 through 2017-18 per the specifications provided in the bid process and all contingencies placed upon the bid specifications by the Contractor in its proposal and executive summary (the "Agreement").

WHEREAS, the Parties previously amended certain provisions of the Agreement and extended its term annually effective August 1, 2018, August 1, 2020, August 1, 2021, August 1, 2022, August 1, 2023 and August 1, 2024, respectively.

WHEREAS, the Parties desire to further extend the term of the Agreement and amend certain portions thereof;

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM.** The term of the Agreement shall extend for five (5) additional years commencing August 1, 2025 and continuing through July 31, 2030 unless earlier terminated as specified herein. The period from August 1 to July 31 of the following calendar year shall be referred to as a "Contract Year". Either party may terminate the Agreement for convenience, without penalty, upon not less than ninety (90) days' written notice prior to the end of the then-current Contract Year.
2. **TERMINATION OF AGREEMENT.** If the legality or validity of the term of the Agreement is challenged in good faith by litigation in a court of competent jurisdiction, the District shall have the right to immediately terminate this Agreement, without penalty, upon 60 days' written notice to the Contractor or as otherwise ordered by the court.
3. **UTILIZATION OF FIRSTALT.** During the Term and subject to the rates and conditions set forth in Exhibit "B", District may utilize the services of FirstAlt, a division of Contractor, to provide alternative transportation service for students through the use of small capacity vehicles.
4. **COMPENSATION** Commencing August 1, 2025, the rates of compensation payable hereunder during the ensuing Contract Year shall be set forth in Exhibit "A" based on the current number of routes, and shall be set forth in Exhibit "B" for FirstAlt services.
5. **NOTICE TO PARTIES** All notices to be given by the parties to this Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to DISTRICT shall be addressed to:

Courtney Whited
Business Manager/CSBO
Lincolnwood School District 74
6950 N. East Prairie Rd.
Lincolnwood, IL 60712

Notices to CONTRACTOR shall be addressed to:

Mike Tunnell
District Manager
First Student, Inc.
3015 E. New York St.
STE A2-262
Aurora, IL 60504

With a copy to:

General Counsel
First Student, Inc.
191 Rosa Parks Street
8th Floor
Cincinnati, OH 45202

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

LINCOLNWOOD SCHOOL DISTRICT 74

By: _____

Title: _____

ATTEST:

By: _____

FIRST STUDENT, INC.

By:  _____

Title: Sr. Vice President _____

ATTEST:

By: _____

EXHIBIT A

Rates

Lincolnwood School District #74 Route Types	24/25	25/26	26/27	27/28	28/29	29/30
AM Rate per Route - Single	\$ 147.44	\$ 152.97	\$ 158.71	\$ 164.66	\$ 170.83	\$ 177.24
AM Rate per Route - Dual	\$ 73.70	\$ 76.46	\$ 79.33	\$ 82.31	\$ 85.39	\$ 88.59
AM Rate per Route - Dual Paired with District 219 credit back to district	\$ 127.02	\$ 131.78	\$ 136.73	\$ 141.85	\$ 147.17	\$ 152.69
PM Rate per Route - Single	\$ 147.44	\$ 152.97	\$ 158.71	\$ 164.66	\$ 170.83	\$ 177.24
PM Rate per Route - Dual	\$ 73.70	\$ 76.46	\$ 79.33	\$ 82.31	\$ 85.39	\$ 88.59
PM Rate per Route - Dual Paired with District 219 credit back to district	\$ 127.02	\$ 131.78	\$ 136.73	\$ 141.85	\$ 147.17	\$ 152.69
Mid-Day Rate per Route (Pre - Kindergarten)	\$ 104.01	\$ 107.91	\$ 111.96	\$ 116.16	\$ 120.51	\$ 125.03
Before School Activity Rate per Route	\$ 117.34	\$ 121.74	\$ 126.31	\$ 131.04	\$ 135.96	\$ 141.05
After School Activity Rate per Route	\$ 117.34	\$ 121.74	\$ 126.31	\$ 131.04	\$ 135.96	\$ 141.05
Extracurricular Charter Rate per Hour	\$ 69.34	\$ 71.94	\$ 74.64	\$ 77.44	\$ 80.34	\$ 83.35
*The Above prices are inclusive of the District 219 equipment surcharge						
District 219 equipment Surcharge AM or PM route	\$ 47.87	\$ 49.67	\$ 51.53	\$ 53.46	\$ 55.46	\$ 57.54
District 219 equipment Surcharge Midday or Activity Route	\$ 11.97	\$ 12.42	\$ 12.88	\$ 13.37	\$ 13.87	\$ 14.39



Executive Summary Finance Committee Meeting

DATE: March 21, 2024

TOPIC: 3-year | Kindergarten through Third Grade Literacy Program Adoption | HMH Education Company

PREPARED BY: Dominick Lupo

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

The Board of Education approves all curricular adoptions and contracts.

As part of our ongoing commitment to enhancing early literacy instruction and improving academic outcomes for all students, we are recommending the adoption of Houghton Mifflin Harcourt's IntoReading literacy curriculum for our kindergarten through second-grade students. After a comprehensive review of several curricula, we are confident that IntoReading provides the research-based, differentiated, and engaging resources our teachers need to effectively support young learners as they build foundational literacy skills.

IntoReading stood out due to its strong alignment with state and national standards, as well as its proven effectiveness in helping students develop essential reading skills. This curriculum integrates key elements of early literacy development, including phonemic awareness, phonics, vocabulary development, fluency, and comprehension. These foundational skills are critical at the early elementary level, where students can see their literacy journey move from learning to read to reading to learn.

A significant strength of IntoReading is its ability to differentiate instruction. The curriculum offers a wide range of resources, such as leveled readers, interactive activities, and assessments, that meet the diverse needs of our student population. Whether students are struggling with early literacy skills or

are ready to advance, IntoReading provides the tools for teachers to tailor instruction to each child's needs. This flexibility is particularly valuable in our district, where students enter kindergarten with varying levels of readiness.

Although IntoReading has an early strong focus on teaching the foundations of reading, it also fosters a love of reading through its engaging, age-appropriate texts and its focus on building vocabulary through rich content. The curriculum includes both fiction and nonfiction texts that engage students with real-world topics, making learning relevant and exciting. By providing students with a variety of high-interest texts, the curriculum promotes critical thinking, comprehension, and discussion—skills that are foundational for academic achievement.

In addition to supporting students, IntoReading offers continuous professional development and teacher support. The curriculum provides educators with clear lesson plans, instructional guides, and continuous formative assessments that allow for ongoing progress monitoring. These resources empower teachers to adjust instruction in real-time based on student performance, ensuring that every student receives the support they need to succeed. This continuous support is crucial as we aim to equip our teachers with the tools they need to be successful in fostering early literacy development.

By adopting the IntoReading literacy curriculum for kindergarten through second grade, our district will provide students with a high-quality, research-based program that promotes strong literacy foundations. The curriculum's emphasis on differentiation, engaging content, and teacher support makes it a great choice for meeting the various needs of our young learners.

The District's Legal Counsel reviewed all documents and is still in the process of reviewing the privacy policy and terms and conditions.

Fiscal Impact:

The fiscal impact of the 3-year adoption will be \$124,246.26 for all materials and professional development.

Recommendation:

The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve this Contract from *HMH Education Company* for the adoption of the K-5 math curriculum in the amount of \$124,246.26 from the 2025-2026 school year to the 2027-2028 school year.



Proposal #009243197
Prepared For
Lincolnwood Sch Dist 74

Attention:
Dominick Lupo
dlupo@sd74.org

For the Purchase of:
Into Reading K-2 Version 3- Updated PD

Prepared By
Melissa Sinclair
melissa.sinclair@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
<http://www.hnhco.com/common/terms-conditions>

Coupon Code: PRODPB8

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dominick Lupo
dlupo@sd74.org

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Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Proposal for Lincolnwood Sch Dist 74

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade K						
Student Digital Licenses						
1893240 9798202062339	Into Reading VRS3 Student License with HMH Digital Readers 3 Year Grades K-6	\$82.50	100	\$8,250.00	\$660.00	\$7,590.00
Package Includes: Into Reading Vrs3 Digital Student Resources 3 Year Grades K-6 HMH Readers Vrs3 Digital Library Student Resources 3 Year Grades K-6 Implementation Success						
Total for Student Digital Licenses		\$7,590.00				
Teacher Digital Licenses						
1893248 9798202062414	Into Reading VRS3 Teacher License with HMH Digital Readers 3 Year Grades K-6	\$771.00	7	\$5,397.00	\$5,397.00	
Package Includes: Into Reading Vrs3 Digital Teacher Resources 3 Year Grades K-6 HMH Readers Vrs3 Digital Library Teacher Resources 3 Year Grades K-6 Access to Teacher's Corner						
Total for Teacher Digital Licenses		\$0.00				
A la Carte Items Available for Purchase						
Teacher Materials						
1886179 9798202028168	Into Reading Vrs3 Teacher's Guide Set Grade K	\$197.35	7	\$1,381.45	\$110.53	\$1,270.92
1889838 9798202043420	Into Reading Vrs3 Big Book Set Grade K	\$240.25	6	\$1,441.50	\$115.32	\$1,326.18
1889834 9798202043406	Into Reading Vrs3 Read Aloud Set Grade K	\$137.60	6	\$825.60	\$66.06	\$759.54
1889786 9798202043369	Into Reading VRS3 Decodable Library Set Grade K	\$1,295.01	6	\$7,770.06	\$621.60	\$7,148.46
1874676 9780358976240	Into Reading Vrs3 Bookstix Grade K	\$4.85	6	\$29.10	\$2.34	\$26.76
1889840 9798202043437	Into Reading Vrs3 Instructional Card Kit Grade K	\$82.50	6	\$495.00	\$39.60	\$455.40
1721083 9781328522900	Into Reading Tabletop Minilessons Reading Grade K	\$33.90	7	\$237.30	\$18.97	\$218.33
1716734 9781328491602	Into Reading Tabletop Minilessons English Language Development Grade K	\$33.90	7	\$237.30	\$18.97	\$218.33
1889860 9798202043536	Into Reading HMH Readers VRS3 Library with Take and Teach Lessons Grade K	\$1,295.00	6	\$7,770.00	\$621.60	\$7,148.40
Student Materials						
1885991 9798202027222	Into Reading Vrs3 Student myBook Softcover 3 Year Print Grade K	\$16.50	100	\$1,650.00	\$132.00	\$1,518.00
1886085 9798202027697	Into Reading Vrs3 Know It Show It 3 Year Print Grade K	\$36.35	100	\$3,635.00	\$291.00	\$3,344.00
Total for A la Carte Items Available for Purchase		\$23,434.32				
Total for Grade K		\$31,024.32				

Coupon Code: PRODPB8

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dominick Lupo
dlupo@sd74.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

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Proposal for Lincolnwood Sch Dist 74

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 1						
Student Digital Licenses						
1893240 9798202062339	Into Reading VRS3 Student License with HMH Digital Readers 3 Year Grades K-6	\$82.50	120	\$9,900.00	\$792.00	\$9,108.00
Package Includes: Into Reading Vrs3 Digital Student Resources 3 Year Grades K-6 HMH Readers Vrs3 Digital Library Student Resources 3 Year Grades K-6 Implementation Success						
Total for Student Digital Licenses		\$9,108.00				
Teacher Digital Licenses						
1893248 9798202062414	Into Reading VRS3 Teacher License with HMH Digital Readers 3 Year Grades K-6	\$771.00	7	\$5,397.00	\$5,397.00	
Package Includes: Into Reading Vrs3 Digital Teacher Resources 3 Year Grades K-6 HMH Readers Vrs3 Digital Library Teacher Resources 3 Year Grades K-6 Access to Teacher's Corner						
Total for Teacher Digital Licenses		\$0.00				
A la Carte Items Available for Purchase						
Teacher Materials						
1886181 9798202028175	Into Reading Vrs3 Teacher's Guide Set Grade 1	\$197.35	7	\$1,381.45	\$110.53	\$1,270.92
1886169 9798202028113	Into Reading Vrs3 Teaching Pal Set Grade 1	\$41.50	6	\$249.00	\$19.92	\$229.08
1736147 9781328639097	Into Reading Big Book Set Grade 1	\$91.75	6	\$550.50	\$44.04	\$506.46
1736145 9781328639059	Into Reading Read Aloud Set Grade 1	\$96.10	6	\$576.60	\$46.14	\$530.46
1889788 9798202043376	Into Reading VRS3 Decodable Library Set Grade 1	\$1,294.99	6	\$7,769.94	\$621.60	\$7,148.34
1874678 9780358976257	Into Reading Vrs3 Bookstix Grade 1	\$4.85	6	\$29.10	\$2.34	\$26.76
1889842 9798202043444	Into Reading Vrs3 Instructional Card Kit Grade 1	\$82.50	6	\$495.00	\$39.60	\$455.40
1721084 9781328522917	Into Reading Tabletop Minilessons Reading Grade 1	\$33.90	7	\$237.30	\$18.97	\$218.33
1716735 9781328491619	Into Reading Tabletop Minilessons English Language Development Grade 1	\$33.90	7	\$237.30	\$18.97	\$218.33
1889862 9798202043543	Into Reading HMH Readers VRS3 Library with Take and Teach Lessons Grade 1	\$1,295.00	6	\$7,770.00	\$621.60	\$7,148.40
1736148 9781328639103	Into Reading Focal Text Single Copy Set Grade 1	\$27.15	6	\$162.90	\$13.02	\$149.88
Student Materials						
1886005 9798202027291	Into Reading Vrs3 Student myBook Softcover Set 3 Year Print Grade 1	\$16.50	120	\$1,980.00	\$158.40	\$1,821.60
1886099 9798202027765	Into Reading Vrs3 Know It Show It Set 3 Year Print Grade 1	\$36.35	120	\$4,362.00	\$349.20	\$4,012.80
1775892 9780358294481	Into Reading Read and Respond Journal 3 Year Print Grade 1	\$36.35	60	\$2,181.00	\$174.60	\$2,006.40
Total for A la Carte Items Available for Purchase		\$25,743.16				
Total for Grade 1		\$34,851.16				

Coupon Code: PRODPB8

Send **Check Payments** to:
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Chicago, IL 60693

Attention:
Dominick Lupo
dlupo@sd74.org

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orders@hmhco.com
FAX: 800-269-5232

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Proposal for Lincolnwood Sch Dist 74

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 2						
Student Digital Licenses						
1893240 9798202062339	Into Reading VRS3 Student License with HMH Digital Readers 3 Year Grades K-6	\$82.50	120	\$9,900.00	\$792.00	\$9,108.00
Package Includes: Into Reading Vrs3 Digital Student Resources 3 Year Grades K-6 HMH Readers Vrs3 Digital Library Student Resources 3 Year Grades K-6 Implementation Success						
Total for Student Digital Licenses		\$9,108.00				
Teacher Digital Licenses						
1893248 9798202062414	Into Reading VRS3 Teacher License with HMH Digital Readers 3 Year Grades K-6	\$771.00	7	\$5,397.00	\$5,397.00	
Package Includes: Into Reading Vrs3 Digital Teacher Resources 3 Year Grades K-6 HMH Readers Vrs3 Digital Library Teacher Resources 3 Year Grades K-6 Access to Teacher's Corner						
Total for Teacher Digital Licenses		\$0.00				
A la Carte Items Available for Purchase						
Teacher Materials						
1886183 9798202028182	Into Reading Vrs3 Teacher's Guide Set Grade 2	\$197.35	7	\$1,381.45	\$110.53	\$1,270.92
1886171 9798202028120	Into Reading Vrs3 Teaching Pal Set Grade 2	\$41.50	6	\$249.00	\$19.92	\$229.08
1889836 9798202043413	Into Reading Vrs3 Read Aloud Set Grade 2	\$137.60	6	\$825.60	\$66.06	\$759.54
1889790 9798202043383	Into Reading VRS3 Decodable Library Set Grade 2	\$1,294.99	6	\$7,769.94	\$621.60	\$7,148.34
1874680 9780358976264	Into Reading Vrs3 Bookstix Grade 2	\$4.85	6	\$29.10	\$2.34	\$26.76
1889844 9798202043451	Into Reading Vrs3 Instructional Card Kit Grade 2	\$82.50	6	\$495.00	\$39.60	\$455.40
1721085 9781328522924	Into Reading Tabletop Minilessons Reading Grade 2	\$33.90	7	\$237.30	\$18.97	\$218.33
1716736 9781328491626	Into Reading Tabletop Minilessons English Language Development Grade 2	\$33.90	7	\$237.30	\$18.97	\$218.33
1889864 9798202043550	Into Reading HMH Readers VRS3 Library with Take and Teach Lessons Grade 2	\$1,295.00	6	\$7,770.00	\$621.60	\$7,148.40
1736149 9781328639110	Into Reading Focal Text Single Copy Set Grade 2	\$27.15	6	\$162.90	\$13.02	\$149.88
Student/ Materials						
1886021 9798202027376	Into Reading Vrs3 Student myBook Softcover Set 3 Year Print Grade 2	\$16.50	120	\$1,980.00	\$158.40	\$1,821.60
1886115 9798202027840	Into Reading Vrs3 Know It Show It Set 3 Year Print Grade 2	\$36.35	120	\$4,362.00	\$349.20	\$4,012.80
1775893 9780358294498	Into Reading Read and Respond Journal 3 Year Print Grade 2	\$36.35	60	\$2,181.00	\$174.60	\$2,006.40
Total for A la Carte Items Available for Purchase		\$25,465.78				
Total for Grade 2		\$34,573.78				

Coupon Code: PRODPB8

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Chicago, IL 60693

Attention:
Dominick Lupo
dlupo@sd74.org

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orders@hnhco.com
FAX: 800-269-5232

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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Professional Services- Into Reading Vrs3 K-6						
Coaching						
1888464	9798202036453 Into Reading Vrs3 Coachly Digital License 1 Year Grades K-6 Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	\$1,500.00	2	\$3,000.00	\$240.00	\$2,760.00
Total for Coaching		\$2,760.00				
Implementation Support for Into Reading Vrs3 K-6						
1888461	9798202036293 Into Reading Vrs3 Getting Started In-Person (Two, 3HR sessions) 6-Hour Grades K-6 This three-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. An HMH Coach will provide the introductory Getting Started session to one teacher group in the morning and a different group in the afternoon. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	\$4,200.00	1	\$4,200.00	\$336.00	\$3,864.00
1888462	9798202036309 Into Reading Vrs3 Getting Started 6-Hour Grades K-6 In this six-hour Getting Started, participants explore the essential components of Into Reading and its instructional model, walk through a lesson, and practice accessing key resources on HMH Ed. To strengthen learning, they collaborate with colleagues to explore their new program and engage in rich discussions. Participants become prepped and ready to plan their first lessons as they continue learning on the Teacher Success Pathway. Getting Started is the initial step towards a successful first 30 days. Ongoing training and support will be provided on Ed through their Into Reading Teacher Success Pathway. This guided learning pathway offers a recommended sequence of topics, including live sessions, videos, interactive media, and related resources, to help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete pathway topics, they receive a certificate of completion.	\$4,200.00	1	\$4,200.00	\$336.00	\$3,864.00
1888463	9798202036446 Into Reading Vrs3 Leader Success Live Online 1-Hour Grades K-6 During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.	\$400.00	1	\$400.00	\$400.00	
Total for Implementation Support for Into Reading Vrs3 K-6		\$7,728.00				
Total for Professional Services- Into Reading Vrs3 K-6		\$10,488.00				

Coupon Code: PRODPB8

Send **Check Payments** to:
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14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dominick Lupo
dlupo@sd74.org

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Proposal for Lincolnwood Sch Dist 74

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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<i>Subtotal Purchase Amount:</i>	\$110,937.26
<i>Shipping & Handling:</i>	\$13,309.00
<i>Total Cost of Proposal (PO Amount):</i>	\$124,246.26

****Please add proper sales tax to your order****

Coupon Code: PRODPB8

Send **Check Payments** to:
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14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dominick Lupo
dlupo@sd74.org

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orders@hnhco.com
FAX: 800-269-5232

Total Cost of Proposal (PO Amount): \$124,246.26

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Lincolnwood School District 74 6950 N East Prairie Rd Lincolnwood, IL 60712-2520	Sold to: Lincolnwood School District 74 6950 N East Prairie Rd Lincolnwood, IL 60712-2520
---	---
- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 2/24/2025
Proposal Expiration Date: 5/30/2025


Coupon Code: PRODPB8

 Attention:
 Dominick Lupo
 dlupo@sd74.org

 Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

 Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

HMH Confidential and Proprietary

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and East Peoria District 86 ("Originating LEA") which is dated 8/10/21, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: Lisa.jacobson@hnhco.com.

PROVIDER: Houghton Mifflin Harcourt Publishing Company

BY: Lisa Jacobson Date: May 3, 2021

Printed Name: Lisa Jacobson Title/Position: Sr Director, Bids and Contracts

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the East Peoria District 86 and Houghton Mifflin Harcourt Publishing Company

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

Subscribing LEA:

By: Jordan Stephen

Date: 2025-03-12

Printed Name: Jordan Stephen

Title: Director of Technology

SCHOOL DISTRICT NAME: Lincolnwood SD 74

DESIGNATED REPRESENTATIVE OF LEA:

Name: Jordan Stephen

Title: Director of Technology

Address: 6950 N East Prairie Rd

Phone: 847-675-8234

Email: jstephen@sd74.org

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

East Peoria District 86

and

Provider

Houghton Mifflin Harcourt Publishing Company

This Student Data Privacy Agreement ("DPA") is entered into on the date of full execution (the "Effective Date") and is entered into by and between:

[East Peoria District 86], located at [601 Taylor St.
East Peoria, IL 61611] (the "Local Education Agency" or "LEA") and
[Houghton Mifflin Harcourt Publishing Co.], located at [125 High Street
Boston, MA 02110] (the "Provider").

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

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

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

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

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
 - ☒ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H". (Optional)**
 - ☒ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Scott McAlonan Title: Technology Supervisor

Address: 601 Taylor St., East Peoria, IL 61611

Phone: 309-427-5151 Email: mcalonans@epd86.org

The designated representative for the Provider for this DPA is:

Name: Lisa Jacobson Title: Sr Director, Bids and Contracts

Address: 125 High Street, Boston, MA 02110

Phone: 617.351.5415 Email: lisa.jacobson@hnhco.com

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

LEA: East Peoria District 86

By: 

Date: 8/10/21

Printed Name: Scott McAlonan Title/Position: Technology Supervisor

Provider: Houghton Mifflin Harcourt Publishing Company

By: 

Date: May 3, 2021

Printed Name: Lisa Jacobson Title/Position: Sr Director, Bids and Contracts

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

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

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Into Reading - (K-5) (on Ed platform)

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify: Class enrollment	<input checked="" type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System	
	Phone	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Phone	<input type="checkbox"/>	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C"

DEFINITIONS

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

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

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

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

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

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

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

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

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

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

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

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

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

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

[]

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

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

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

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and East Peoria District 86 ("Originating LEA") which is dated 8/10/21, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address: Lisa.jacobson@hnhco.com.

PROVIDER: Houghton Mifflin Harcourt Publishing Company

BY: Lisa A. Jacobson Date: May 3, 2021

Printed Name: Lisa Jacobson Title/Position: Sr Director, Bids and Contracts

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the East Peoria District 86 and Houghton Mifflin Harcourt Publishing Company

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

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

**EXHIBIT "G" - Supplemental SDPC (Student Data Privacy
Consortium) State Terms for Illinois**

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between
East Peoria District 86

"LEA") and Houghton Mifflin Harcourt Publishing Company (the "Local Education Agency" or
the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.
2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.
3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.
4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.
5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.
6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

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

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

9. Security Breach Notification. In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. Reimbursement of Expenses Associated with Security Breach. In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

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

11. Transfer or Deletion of Student Data. The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. Public Posting of DPA. Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

13. Subcontractors. By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. DPA Term.

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
Version 1

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

See below

Exhibit H

The Parties would like to make the following changes to the Agreement:

From 6. Notices delete 'e-mail transmission, or'

Article I: Purpose and Scope

1. **Purpose of DPA:** Replace 'Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.' with 'Provider shall be under the direct control and supervision of the LEA, with respect to the use and maintenance of Student Data'

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA:** Replace 'All Student Data transmitted' with 'All Student Data provided by the LEA.'

At the end of the clause, add the following: 'Notwithstanding the foregoing, Provider retains all right, title and interest in and to any and all of Provider's software, materials, tools, forms, documentation, training and implementation materials and intellectual property (collectively, "Provider Materials"). Provider grants to LEA a personal, nonexclusive license to use the Provider materials for its own non-commercial, incidental use as set forth in the end user license agreement accompanying such Provider Materials and as contemplated herein.'

2. **Parent Access:** Delete ', and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services.'

In addition, add the word 'written' in front of 'request'.

3. **Separate Account:** Delete this entire clause.

ARTICLE IV: DUTIES OF PROVIDER

4. **No Disclosure:** Delete 'aggregate summaries of'
5. **De-identified Data:** Delete ', and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer.'

Delete 'or indirectly' and delete 'of the manner in which de-identified data is presented'

Replace "De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes" with "De-Identified Data, defined as aggregate data from which no student can be individually identified, may be used by the Provider for those purposes allowed under FERPA and the following purposes"

6. **Disposition of Data:** Delete 'Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice.'

Delete 'or placed in a separate student account pursuant to section II 3'.

Replace 'If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D"' with the following 'Upon receipt of a written request from the LEA, Provider will promptly employ Exhibit "D". '

7. **Advertising Limitations:** Replace '(i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits' with '(i) for adaptive learning or customized student learning purposes (including generating personalized learning recommendations); or (ii) to develop or improve Provider's Internet web sites, online services or mobile applications owned by the Provider; or (iii) to make product recommendations to teachers or LEA employees; or (iv) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.'

ARTICLE V: DATA PROVISIONS

2. **Audits:** Replace 'No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA.' with 'No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least thirty (30) days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. Such audits shall be made during normal business hours, and not take longer than one (1) business day. Such audits shall be subject to scheduling according to the mutual convenience of the parties.'
3. **Data Security:** Replace 'The provider shall implement an adequate' with 'The provider shall implement a commercially reasonable.'
4. **Data Breach:** Replace 'In the event of an unauthorized release' with 'In the event of an actual unauthorized release'

Delete from 1. ii. 'or are reasonably believed to have been'

Add in (2) 'assisting with the LEA's' in front of notification.

Delete from (3) 'best practices and' and replace with 'commercially reasonable practices and'.

Delete from (3) 'upon request, with a summary of said written incident response plan' and replace with 'upon written request, with a summary of said written incident response plan containing non-proprietary information.'

Delete from (4) 'LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.' and replace with 'Only the LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians. Provider is prohibited from directly contacting affected students, parents or guardians.'

Delete from (5) 'In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.' and replace with 'In the event of a breach originating from LEA's use of the Service that is not attributable to the Provider, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data, but shall not bear any financial responsibility in doing so.'

ARTICLE VII: MISCELLANEOUS

1. **Termination.** Delete 'Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.' and replace with 'Either party may terminate this DPA and any Service Agreement or contract while in effect if the other party materially breaches any terms of this DPA, provided that the other party has been given notice of such breach, in writing, and has had a reasonable period of time, but in no event less than forty-five (45) days, to remedy such breach prior to termination.'
2. **Effect of Termination Survival.** After 'terminated', add 'then upon written request by LEA,'
3. **Priority of Agreements.** Add 'data protection' in front of 'terms of this DPA'.
7. **Successors Bound.** Delete clause and replace with the following 'This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, any such successor will assume the obligations of this DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it has a material objection to the successor to whom the Provider is selling, merging, or otherwise disposing of its business, provided that all payments that are owed or due, in part or in full, under any Service Agreement or otherwise between the LEA and Provider in existence at the time of such succession, are paid prior to termination.'

The Parties also agree to Amend the Exhibit G with the following:

10. Reimbursement of Expenses Associated with Security Breach:

Add 'solely' in front of 'attributable'

Add 'actual' in front of 'costs'.

Add in b. 'One year of' in front of 'credit monitoring'

Add in c. 'Reasonable' in front of 'legal fees'

11. Transfer or Deletion of Student Data:

Delete 'to the LEA within thirty (30) calendar days of the operator becoming aware that the Student Data is no longer needed for purposes of the DPA.' and replace with 'to the LEA within thirty (30) calendar days of written notice from the LEA to the operator.'

13. Subcontractors.

Delete 'This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1) and replace with 'This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1) as long as Student Data is maintained by the Provider.

List of Subcontractors

**Houghton Mifflin Harcourt
Service Providers Processing Student, School, and District Data**

ENTITY	TYPE OF SERVICE PROVIDED	COUNTRY LOCATION
Amazon Web Services 410 Terry Ave North Seattle, WA 98109 -5210	Hosting for Products / Services and associated data	USA
Navisite 200 Minuteman Road Andover, MA 01810	Hosting for Products / Services and associated data	USA
Microsoft One Microsoft Way Redmond, Washington 98052-6399	Email and other office productivity	USA
Salesforce One Market Street San Francisco, CA 94105, USA	Client management	USA
Mimecast 191 Spring Street Lexington, MA 02421	Email support	USA

Alorica 5 Park Plaza Irving, CA 92614	Customer support	USA
Boston Soft Design 233 Needham Street Newton Upper Falls, MA 02464-1605	Database Management	USA



Executive Summary Finance Committee Meeting

DATE: March 20, 2025

TOPIC: Third Grade through Fifth Grade Literacy Program Adoption | American Reading Company

PREPARED BY: Dominick Lupo

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

The Board of Education approves all curricular adoptions and contracts.

Executive Summary

As we continue to focus on enhancing the literacy skills of our students, it is essential that we provide a curriculum that is both rigorous and responsive to their diverse learning needs. After a thorough evaluation of available literacy program options, our nineteen member Literacy Committee recommends adoption of the American Reading Company (ARC) literacy curriculum for students in grades 3 through 5. This curriculum offers a comprehensive, research-based approach that is aligned with our District's goals and ensures that all students have the opportunity to succeed in reading and writing.

The ARC literacy curriculum stood out due to its critical components of literacy development, including vocabulary, comprehension, writing, and student choice, all of which are essential for student success. ARC supports the development of both struggling readers and more advanced learners through continuous assessments built into the curriculum. This allows teachers the ability to monitor student progress, identify areas for improvement, and adjust instruction to meet students' evolving needs. This data-driven approach also allows for targeted interventions when and where necessary.

ARC also stood out because it provides a wide array of resources, including leveled texts and flexible lesson plans. The incorporation of both print and digital resources provides students with multiple modes of learning, ensuring that we can reach learners with different learning preferences and styles.

Another significant benefit of ARC is the comprehensive support it offers to teachers. The curriculum includes detailed lesson plans, professional development, and ongoing instructional support, all of which equip educators to deliver high-quality, engaging lessons.

Furthermore, the ARC curriculum emphasizes the importance of literacy across content areas, encouraging students to develop the skills they need not only for reading and writing but also for success in subjects such as science, social studies, and mathematics.

Adopting the American Reading Company's literacy curriculum for grades 3 through 5 will provide our district with a proven, flexible, and comprehensive tool to enhance student literacy. It is a curriculum that supports differentiation, fosters teacher effectiveness, and equips students with the literacy skills they need for academic success. The goals of this program are also aligned with our District's strategic plan of developing high school ready learners with cutting edge resources. Through implementation of this resource, we have confidence that this program will positively impact our students' reading and writing proficiency, thus strongly preparing them for the next level of education.

The District's Legal Counsel reviewed all documents and is still in the process of reviewing the privacy policy and terms and conditions.

Fiscal Impact:

Year 1	<i>\$244,920 for all materials and professional development.</i>
Year 2	<i>\$21,300 consumable and digital literacy platform</i>
Year 3	<i>\$21,300 consumable and digital literacy platform</i>
Ongoing Professional Development	<i>Not to exceed \$40,000 in years 2 & 3 combined</i>

The fiscal impact of the 3-year adoption amount not to exceed \$327,520 for all materials and professional development.

Recommendation:

The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve this Contract from *American Reading Company* for the adoption of the grades 3-5 literacy curriculum in the amount not to exceed \$327,520 from the 2025-2026 school year to the 2027-2028 school year.

Lincolnwood School District 74

ARC Core Grades 3-5 Implementation - Essential Unit 1, Full Modules Unit

02/25/2025

Proposal Number: 00255588

Submitted To: -

Lincolnwood, IL 60712

PRICING SUMMARY

Materials	\$204,920.00
Digital Literacy Platform	\$0.00
Grand Total	\$204,920.00

Please note: Prices are valid 90 days from date of proposal

Prices and Fulfillment

Prices are valid 90 days from date of proposal. Upon receipt of purchase order or other payment method, materials will be shipped on a timeline mutually agreed to by the parties. ARC's Professional Development services will be delivered at customer's request and subject to American Reading Company personnel availability. Please send purchase orders to orders@americanreading.com.

Warranty and Exchanges

ARC guarantees quality products and will replace products due to order discrepancies and/or damaged products reported within 90 days of receipt of order. Customers will be provided either credit or replacement product. Marked, stickered, stamped, or otherwise altered materials are non-returnable. Beyond the ninety days allowed for replacement of items deemed defective, ARC disclaims all warranties, expressed or implied.

American Reading Company will pay for return shipping if it is a result of company error. Please contact American Reading Company to ensure your exchange is processed correctly and you receive credit or replacement. If you have questions regarding your order, please contact our Customer Care Department at customercare@americanreading.com or (866) 810-2665.

Professional Development

American Reading Company limits all workshops to a maximum of 25 participants (20 teachers and 5 support staff). If more than 25 people attend the workshop, you agree to pay \$350 for each additional participant. Professional development training cannot be cancelled or changed within 15 days of the event date, or you will be billed for the event.

American Reading Company reserves the right to convert in person professional development, upon consultation with the customer, to a combination of virtual professional development, physical materials, and/or digital materials when necessary to ensure the health and safety of its employees and customers.

ARC reserves the right to charge a temporary inflation surcharge for any remaining, as yet undelivered, materials or in-person PD if at any time the Consumer Price Index (CPI)- Transportation or Consumer Price Index CPI)- Goods and Services increase by 5% or more, year over year.

Recording of Professional Development sessions

American Reading Company retains proprietary rights to its professional development, both in person and virtual; therefore, recording of professional development is prohibited. ARC reserves the right to maintain distribution of its professional development services.

All [ARC Terms and Conditions](#) apply regardless of any additional terms that you may provide with your purchase.

Signature

Date

Title

Approved Amount: \$

Unit 1 ARC Core Literacy Lab Modules				
Heading	Product	Quantity	Price	Total
Unit 1 Grade 3: ARC Literacy Lab Modules	Unit 1 Grade 3 (C5): ARC Core Literacy Lab	6	\$2,500.00	\$15,000.00
Unit 1 Grade 4: ARC Literacy Lab Modules	Unit 1 Grade 4 (C5): ARC Core Literacy Lab	6	\$2,500.00	\$15,000.00
Unit 1 Grade 5: ARC Literacy Lab Modules	Unit 1 Grade 5 (C5): ARC Core Literacy Lab	6	\$2,500.00	\$15,000.00
			Subtotal	\$45,000.00

Unit 2 ARC Core Informational Research Lab Modules				
Heading	Product	Quantity	Price	Total
Unit 2 Grade 3: Weather and Climate	Unit 2 Grade 3 (C20): Research Lab Informational Weather and Climate	6	\$2,200.00	\$13,200.00
Unit 2 Grade 4: Theme TBD	ARC Core Unit 2 Grade 4 (C20): Theme TBD	6	\$2,200.00	\$13,200.00
Unit 2 Grade 5: Theme TBD	ARC Core Unit 2 Grade 5 (C20): Theme TBD	6	\$2,200.00	\$13,200.00
			Subtotal	\$39,600.00

Unit 3 ARC Core Literature Genre Lab Modules				
Heading	Product	Quantity	Price	Total

Unit 3 Grade 3: Traditional Tales (+ World Cultures)	Unit 3 Grade 3 (C20): Literature Genre Lab Traditional Tales (+ World Cultures)	6	\$2,200.00	\$13,200.00
Unit 3 Grade 4: Theme TBD	ARC Core Unit 3 Grade 4 (C20): Theme TBD	6	\$2,200.00	\$13,200.00
Unit 3 Grade 5: Theme TBD	ARC Core Unit 3 Grade 5 (C20): Theme TBD	6	\$2,200.00	\$13,200.00
			Subtotal	\$39,600.00

Unit 4 ARC Core Argument Research Lab Modules				
Heading	Product	Quantity	Price	Total
Unit 4 Grade 3: Marine Life	Unit 4 Grade 3 (C20): Research Lab Argument Marine Life	6	\$2,200.00	\$13,200.00
Unit 4 Grade 4: Theme TBD	ARC Core Unit 4 Grade 4 (C20): Theme TBD	6	\$2,200.00	\$13,200.00
Unit 4 Grade 5: Theme TBD	ARC Core Unit 4 Grade 5 (C20): Theme TBD	6	\$2,200.00	\$13,200.00
			Subtotal	\$39,600.00

Assessment and Instruction				
Heading	Product	Quantity	Price	Total
Formative Assessment	IRLA: Independent Reading Level Assessment (V11.1)	2	\$160.00	\$320.00
	EL Teachers			

IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkit CCSS Black Version 3	6	\$600.00	\$3,600.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkit CCSS Orange V3	6	\$700.00	\$4,200.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkit CCSS White V3	6	\$475.00	\$2,850.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkits - Grade 3	6	\$1,600.00	\$9,600.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkits CCSS - Grade 4 V2	6	\$1,550.00	\$9,300.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkits CCSS - Grade 5 V2	6	\$1,875.00	\$11,250.00
			Subtotal	\$41,120.00

Digital Literacy Platform				
Heading	Product	Quantity	Price	Total
ARC Core Digital Access	Grade 3: Digital Access SY25-26 (V11)	1	\$0.00	\$0.00
	Complementary with LOS			
ARC Core Digital Access	Grade 4: Digital Access SY25-26 (V11)	1	\$0.00	\$0.00
	Complementary with LOS			



ARC Core Digital Access	Grade 5: Digital Access SY25-26 (V11)	1	\$0.00	\$0.00
	Complementary with LOS			

Subtotal	\$0.00
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TOTAL: \$204,920.00

Lincolnwood School District 74

ARC Core Grades 3-5 Implementation - LOS and Comp PD

02/26/2025

Proposal Number: 255021

Submitted To: -

Lincolnwood, IL 60712

PRICING SUMMARY

Materials	\$40,000.00
Professional Development	\$0.00
Grand Total	\$40,000.00

Please note: Prices are valid 90 days from date of proposal

Prices and Fulfillment

Prices are valid 90 days from date of proposal. Upon receipt of purchase order or other payment method, materials will be shipped on a timeline mutually agreed to by the parties. ARC's Professional Development services will be delivered at customer's request and subject to American Reading Company personnel availability. Please send purchase orders to orders@americanreading.com.

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All [ARC Terms and Conditions](#) apply regardless of any additional terms that you may provide with your purchase.

Signature

Date

Title

Approved Amount: \$



Literacy Operating System				
Heading	Product	Quantity	Price	Total
Literacy Operating System	Literacy Operating System (Years 1 and 2) Per Year : Variant 4 2025/2026 School Year (Kindergarten-Grade 8): 1 to 4 schools	1	\$40,000.00	\$40,000.00
			Subtotal	\$40,000.00

Professional Development and Leadership Learning				
Heading	Product	Quantity	Price	Total
Professional Development	PD included with qualifying materials purchase	1	\$0.00	\$0.00
	1 Day from 18 Lit Labs purchased on quote 255447			
			Subtotal	\$0.00

TOTAL: \$40,000.00

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND AMERICAN READING COMPANY

This Amendment is entered into as of April 3, 2025, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and American Reading Company (“ARC”) pursuant to Proposal #00255588 dated February 25, 2025, Proposal #255021 dated February 26, 2025, and the Standard Terms and Conditions (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment 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. ARC shall not materially modify or amend the Agreement (see <https://arc.red/toc>) 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 ARC prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. ARC 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. ARC 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 ARC waives any objection that this venue is not convenient. Any references to binding arbitration, the waiver of the right to a jury trial, or the waiver of claims which may be litigated on a class or representative basis shall be deleted from the Agreement as it currently exists or as it may be modified or amended in the future.
5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, ARC shall also maintain all student data obtained from School District in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein “SOPPA”). In accordance with SOPPA, the School District and ARC have separately executed a “Standard Student Data Privacy Agreement” IL-NDPA or an Exhibit E “General Offer of Privacy Terms” to join in the IL-NDPA Agreement between ARC and another Illinois public school district.

6. **Insurance.** During the term of this Agreement and any renewal thereof, ARC shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on such policy. Any damages limitations in this Agreement shall not apply to School District in its capacity as an additional insured.

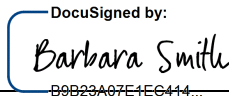
7. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

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

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

AMERICAN READING COMPANY

By: _____

By:  _____
B9B23A07E1E6414...

Its: _____

Its: Barbara Smith, CDO

Date: _____

Date: 3/14/2025

STANDARD STUDENT DATA PRIVACY AGREEMENT

**MASSACHUSETTS, MAINE, ILLINOIS, MISSOURI, NEW HAMPSHIRE, NEW YORK,
OHIO, RHODE ISLAND, TENNESSEE, VERMONT, AND VIRGINIA**

MA-ME-IL-MO-NH-NY-OH-RI-TN-VT-VA-NDPA, Standard Version 1.0

Manchester School District

and

American Reading Company

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between: Manchester School District, located at 20 Hecker St., Manchester NH 03064 USA (the “**Local Education Agency**” or “**LEA**”) and American Reading Company, located at 480 Norristown Rd, Blue Bell, PA 19422 USA (the “**Provider**”).

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

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

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

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

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - ☒ If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: Nathan Smith Title: CTO

Address: 480 Norristown Road Blue Bell, PA 19422

Phone: 610-992-4150 Email: contracts@americanreading.com

The designated representative for the LEA for this DPA is:

Stephen P. Cross, CIO

20 Hecker St., Manchester NH 03064

603-624-6300 x162 scross@mansd.org

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

Manchester School District

By:  STEPHEN CROSS (Nov 4, 2024 10:45 EST) Date: 11/04/24

Printed Name: Stephen Cross Title/Position: Executive Director of IT

American Reading Company

DocuSigned by:
By:  4B3D242A17204A6... Date: 10/18/2024

Printed Name: Nathan Smith Title/Position: CTO

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the

Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

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

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
 - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
 - (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

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

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between the SDPC Standard Clauses and the Supplemental State Terms, the Supplemental State Terms will control. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of

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

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"

DESCRIPTION OF SERVICES

ARC SchoolPace Connect/Connect: Connect expands digital libraries enhancements to include wide reading libraries and a book database. A SchoolPace subscription is required.

ARC Bookshelf/Digital Books:

With ARC Bookshelf, students, teachers, and parents can read digital books online in any web browser or offline using native mobile apps for iPhone, iPad, iPad Touch, Android tablets and Android phones. With the schools subscription, they can browse titles by IRLA reading level to find books that fit, read books at school, home, and anywhere in between.

ARC Adventures: This digital educational game is based on the IRLA's Developmental Reading Taxonomy. Currently available at the 1G level, ARC Adventures will help students master their first 60 Power Words (high-frequency words). **ARC Adventures is now included with the SchoolPace Subscription.**

ARC SchoolPace: SchoolPace® is the engine that runs ARC's digital offerings and contains the data management system for the Independent Reading Level Assessment® (IRLA®) and Evaluación del nivel independiente de lectura® (ENIL®). SchoolPace includes Elementary and Secondary IRLA Toolkits, ARC's small group strategy lessons; ARC Assessment, an online screener to aid teachers in an initial skills assessment; and ARC Reads, a digital reading log. SchoolPace includes a data management and progress monitoring system that includes dashboards showing student performance data for teachers, school administrators, and district administrators as well as Data Grid, a tool for building customized reports. IRLA/ENIL data and associated metrics are reported at the student, classroom, grade, school, and district level, including the number and percentage of students who are proficient (on or above grade level), at-risk (below grade level), and emergency (significantly below grade level). To use SchoolPace, users will simply need web access.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	X
	Other assessment data-Please specify: IRLA and ENIL formative assessment data	X
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X
	Other demographic information-Please specify:	
All demographic data checked in the above section is OPTIONAL and must be explicitly and intentionally shared with American Reading Company by authorized district personnel via secure rostering mechanisms like Clever, Classlink, and OneRoster. This data is used by school and district administrators to generate disaggregated analytics and reports.		
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	X
Parent/Guardian Name	First and/or Last	

Category of Data	Elements	Check if Used by Your System
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	X
All demographic data checked in the above section is OPTIONAL and must be explicitly and intentionally shared with American Reading Company by authorized district personnel via secure rostering mechanisms like Clever, Classlink, and OneRoster. This data is used by school and district administrators to generate disaggregated analytics and reports.		
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	
	Provider/App assigned student ID number	X
	Student app username Only required when not using SSO	X
	Student app passwords Only required when not using SSO	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	X
	Other student work data -Please specify: Students may rate and review books they've read.	X
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	

Category of Data	Elements	Check if Used by Your System
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "C"

DEFINITIONS

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

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

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

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

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

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

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

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

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline

records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

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

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

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

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

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

[Insert Name of District or LEA] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

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

[Insert categories of data here]

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

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

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

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By **[Insert Date]**

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

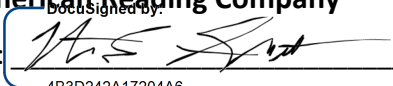
Authorized Representative of Company

Date

EXHIBIT "E"**GENERAL OFFER OF PRIVACY TERMS****1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and **Manchester School District** ("Originating LEA") which is dated 11/04/24, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or (3) three years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following **email address**: contracts@americanreading.com.

American Reading Company

DocuSigned by:
 BY:  Date: 10/18/2024
 4B3D242A17204A6...
 Printed Name: Nathan Smith Title/Position: CTO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **Manchester School District** and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

BY: Jordan Stephen Date: 3/14/25
 Printed Name: Jordan Stephen Title/Position: Director of Technology
 SCHOOL DISTRICT NAME: Lincolnwood SD74
 DESIGNATED REPRESENTATIVE OF LEA:
 Name: Jordan Stephen
 Title: Director of Technology
 Address: 6950 N East Prairie Rd
 Telephone Number: 847-675-8234
 Email: jstephen@sd74.org

EXHIBIT “F”
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"
Massachusetts

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Massachusetts. Specifically, those laws are 603 C.M.R. 23.00, Massachusetts General Law, Chapter 71, Sections 34D to 34H and 603 CMR 28.00; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Massachusetts;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Massachusetts does not require data to be stored within the United States.

EXHIBIT "G"
Maine

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Maine. Specifically, those laws are 20-A M.R.S. §6001-6005.; 20-A M.R.S. §951 et. seq., Maine Unified Special Education Regulations, Maine Dep't of Edu. Rule Ch. 101; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Maine;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Maine does not require data to be stored within the United States.
4. The Provider may not publish on the Internet or provide for publication on the Internet any Student Data.
5. If the Provider collects student social security numbers, the Provider shall notify the LEA of the purpose the social security number will be used and provide an opportunity not to provide a social security number if the parent and/or student elects.
6. The parties agree that the definition of Student Data in Exhibit "C" includes the name of the student's family members, the student's place of birth, the student's mother's maiden name, results of assessments administered by the State, LEA or teacher, including participating information, course transcript information, including, but not limited to, courses taken and completed, course grades and grade point average, credits earned and degree, diploma, credential attainment or other school exit information, attendance and mobility information between and within LEAs within Maine, student's gender, race and ethnicity, educational program participation information required by state or federal law and email.
7. The parties agree that the definition of Student Data in Exhibit "C" includes information that:
 - a. Is created by a student or the student's parent or provided to an employee or agent of the LEA or a Provider in the course of the student's or parent's use of the Provider's website, service or application for kindergarten to grade 12 school purposes;
 - b. Is created or provided by an employee or agent of the LEA, including information provided to the Provider in the course of the employee's or agent's use of the Provider's website, service or application for kindergarten to grade 12 school purposes; or
 - c. Is gathered by the Provider through the operation of the Provider's website, service or application for kindergarten to grade 12 school purposes.

EXHIBIT “G”
Illinois

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to several state laws in Illinois. Specifically, those laws are to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act (“LRA”), 50 ILCS 205; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Illinois;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be replaced with: “This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed.”
2. Replace Notices with: “Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.”
3. In Article II, Section 1, add: “Further clarifying, in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.”
4. In Article II, Section 2, replace “forty-five (45)” with “five (5)”. Add the following sentence: “In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.”

5. In Article II, Section 4, replace it with the following: “In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.”
6. In Article II, Section 5, add: “By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).”
7. In Article IV, Section 2, replace “otherwise authorized,” with “otherwise required” and delete “or stated in the Service Agreement.”
8. In Article IV, Section 6, replace the whole section with:

The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

9. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
10. In Article IV, Section 7, add “renting,” after “using.”

11. In Article V, Section 1 Data Storage: Illinois requires all Student Data to be stored within the United States.
12. In Article V, Section 4, add the following: “‘Security Breach’ does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.”
13. In Article V, Section 4(1) add the following:
 - vi. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
 - vii. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.
14. In Article V, Section 4, add a section (6) which states:

In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

 - a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
 - b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
 - c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

 - d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.
15. Replace Article VII, Section 1 with: “In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate.”
16. In Exhibit C, add to the definition of Student Data, the following: “Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school

student records", "student temporary record" or "student permanent record" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA."

17. The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E:
"The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."
18. The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
19. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
20. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
21. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.
22. The Provider will not collect social security numbers.

EXHIBIT “G” **Missouri**

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to several state laws in Missouri. Specifically, those laws are Sections 162.1475 and 407.1500 RSMo; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Missouri;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. In Article IV, Section 2, replace “otherwise authorized,” with “otherwise required” and delete “or stated in the Service Agreement.”
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Missouri does not require data to be stored within the United States.
4. Replace Article V, Section 4(1) with the following:
 - a. In the event of a breach of data maintained in an electronic form that includes personal information of a student or a student’s family member, Provider shall notify LEA within seventy-two (72) hours. The notice shall include:
 - i. Details of the incident, including when it occurred and when it was discovered;
 - ii. The type of personal information that was obtained as a result of the breach; and
 - iii. The contact person for Provider who has more information about the incident.
 - b. “*Breach*” shall mean the unauthorized access to or unauthorized acquisition of personal information that compromises the security, confidentiality, or integrity of the personal information. Good faith acquisition of personal information by a person employed by or contracted with, or an agent of, Provider is not a breach provided that the personal information is not used in violation of applicable Federal or Missouri law, or in a manner that harms or poses an actual threat to the security, confidentiality, or integrity of the personal information.
 - c. “*Personal information*” is the first name or initial and last name of a student or a family member of a student in combination with any one or more of the following data items that relate to the student or a family member of the student if any of the data elements are not encrypted, redacted, or otherwise altered by any method or technology such that the name or data elements are unreadable or unusable:
 - i. Social Security Number;
 - ii. Driver’s license number or other unique identification number created or collected by a government body;
 - iii. Financial account information, credit card number, or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account;
 - iv. Unique electronic identifier or routing code in combination with any required security code, access code, or password that would permit access to an individual’s financial account;
 - v. Medical information; or
 - vi. Health insurance information.

EXHIBIT "G"

Ohio

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Ohio. Specifically, those laws are R.C. §§ 3319.32-3319.327, R.C. §§ 1349.17-19, Rule 3301-51-04; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Ohio;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. In Article IV, Section 3, add: "The Provider will restrict unauthorized access by Provider's employees or contractors not providing services under the Service Agreement or DPA and its employees or contractors will only access Student Data as necessary to fulfill their official duties."
3. In Article IV, Section 6, replace "Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice," with "Upon termination of this DPA, unless the LEA provides notice that renewal of the contract is reasonably anticipated, within ninety (90) days of the expiration of the contract, Provider shall destroy or return Student Data to the LEA."
4. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
5. In Article V, Section 1 Data Storage: Ohio does not require data to be stored within the United States.
6. Provider will not access or monitor any of the following:
 - a. Location-tracking features of a school-issued device;
 - b. Audio or visual receiving, transmitting or recording features of a school-issued device;
 - c. Student interactions with a school-issued device, including, but not limited to, keystrokes and web-browsing activity

Notwithstanding the above, if the Provider has provided written notice to the LEA that it engages in this collection of the above information, which must be provided in the Service Agreement, and the LEA has provided written confirmation that the Provider can collect this information pursuant to its general monitoring, then the Provider may access or monitor the listed information.

EXHIBIT "G"
Rhode Island

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Rhode Island. Specifically, those laws are R.I.G.L. 16-71-1, et. seq., R.I.G.L. 16-104-1, and R.I.G.L., 11-49.3 et. seq.; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Rhode Island;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Rhode Island does not require data to be stored within the United States.
4. The Provider agrees that this DPA serves as its written certification of its compliance with R.I.G.L. 16-104-1.
5. The Provider agrees to implement and maintain a risk-based information security program that contains reasonable security procedures.
6. In the case of a data breach, as a part of the security breach notification outlined in Article V, Section 4(1), the Provider agrees to provide the following additional information:
 - i. Information about what the Provider has done to protect individuals whose information has been breached, including toll free numbers and websites to contact:
 1. The credit reporting agencies
 2. Remediation service providers
 3. The attorney general
 - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
 - iii. A clear and concise description of the affected parent, legal guardian, staff member, or eligible student's ability to file or obtain a police report; how an affected parent, legal guardian, staff member, or eligible student's requests a security freeze and the necessary information to be provided when requesting the security freeze; and that fees may be required to be paid to the consumer reporting agencies.

EXHIBIT "G"
Tennessee

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Tennessee. Specifically, those laws are T.C.A. §§ 10-7-503 *et. seq.*, T.C.A. § 47-18-2107, T.C.A. § 49-1-701 *et. seq.*, T.C.A. § 49-2-211, T.C.A. § 49-6-902, § 49-6-3001, T.C.A. §§ 49-50-1501 *et. seq.*; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Tennessee;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Tennessee does not require data to be stored within the United States.
4. The Provider agrees that it will not collect any individual student biometric data, student data relative to analysis of facial expressions, EEG brain wave patterns, skin conductance, galvanic skin response, heart-rate variability, pulse, blood volume, posture, and eye-tracking.
5. The Provider agrees that it will not collect individual student data on:
 - a. Political affiliation;
 - b. Religion;
 - c. Voting history; and
 - d. Firearms ownership

EXHIBIT "G"

Vermont

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Vermont. Specifically, those laws are 9 VSA 2443 to 2443f; 16 VSA 1321 to 1324; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Vermont;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Vermont does not require data to be stored within the United States.

EXHIBIT “G”
Virginia

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to several state laws in Virginia. Specifically, those laws are Code of Virginia § 22.1-289.01 and Virginia Code § 2.2-5514(c); and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Virginia;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. In Article IV, Section 2, replace “otherwise authorized,” with “otherwise required” and delete “or stated in the Service Agreement.”
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Virginia does not require data to be stored within the United States.
4. In Article V, Section 4, add: In order to ensure the LEA’s ability to comply with its reporting requirements under Virginia Code § 2.2-5514(c), Provider shall provide initial notification to the LEA as soon as reasonably practical, and at a minimum within twenty-four (24) hours, where the Provider reasonably expects or confirms Student Data may have been disclosed in a data breach.

EXHIBIT "G"
New Hampshire

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in New Hampshire. Specifically, those laws are RSA 189:1-e and 189:65-68-a; RSA 186; NH Admin. Code Ed. 300 and NH Admin. Code Ed. 1100; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for New Hampshire;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. All references in the DPA to "Student Data" shall be amended to state "Student Data and Teacher Data." "Teacher Data" is defined as at least the following:

Social security number.

Date of birth.

Personal street address.

Personal email address.

Personal telephone number

Performance evaluations.

Other information that, alone or in combination, is linked or linkable to a specific teacher, paraprofessional, principal, or administrator that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify any with reasonable certainty.

Information requested by a person who the department reasonably believes or knows the identity of the teacher, paraprofessional, principal, or administrator to whom the education record relates.

"Teacher" means teachers, paraprofessionals, principals, school employees, contractors, and other administrators.

2. In order to perform the Services described in the DPA, the LEA shall provide the categories of Teacher Data described in the Schedule of Data, attached hereto as **Exhibit "I"**.
3. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
4. In Article IV, Section 7 amend each reference to "students," to state: "students, teachers,..."
5. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
6. Provider is prohibited from leasing, renting, or trading Student Data or Teacher Data to (a) market or advertise to students, teachers, or families/guardians; (b) inform, influence, or enable marketing, advertising or other commercial efforts by a Provider; (c) develop a profile of a student, teacher, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data and Teacher Data for the development of commercial products or services, other than as

necessary to provide the Service to the LEA. This section does not prohibit Provider from using Student Data and Teacher Data for adaptive learning or customized student learning purposes.

7. The Provider agrees to the following privacy and security standards. Specifically, the Provider agrees to:
 - (1) Limit system access to the types of transactions and functions that authorized users, such as students, parents, and LEA are permitted to execute;
 - (2) Limit unsuccessful logon attempts;
 - (3) Employ cryptographic mechanisms to protect the confidentiality of remote access sessions;
 - (4) Authorize wireless access prior to allowing such connections;
 - (5) Create and retain system audit logs and records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful or unauthorized system activity;
 - (6) Ensure that the actions of individual system users can be uniquely traced to those users so they can be held accountable for their actions;
 - (7) Establish and maintain baseline configurations and inventories of organizational systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles;
 - (8) Restrict, disable, or prevent the use of nonessential programs, functions, ports, protocols, and services;
 - (9) Enforce a minimum password complexity and change of characters when new passwords are created;
 - (10) Perform maintenance on organizational systems;
 - (11) Provide controls on the tools, techniques, mechanisms, and personnel used to conduct system maintenance;
 - (12) Ensure equipment removed for off-site maintenance is sanitized of any Student Data or Teacher Data in accordance with NIST SP 800-88 Revision 1;
 - (13) Protect (i.e., physically control and securely store) system media containing Student Data or Teacher Data, both paper and digital;
 - (14) Sanitize or destroy system media containing Student Data or Teacher Data in accordance with NIST SP 800-88 Revision 1 before disposal or release for reuse;
 - (15) Control access to media containing Student Data or Teacher Data and maintain accountability for media during transport outside of controlled areas;
 - (16) Periodically assess the security controls in organizational systems to determine if the controls are effective in their application and develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in organizational systems;

- (17) Monitor, control, and protect communications (i.e., information transmitted or received by organizational systems) at the external boundaries and key internal boundaries of organizational systems;
- (18) Deny network communications traffic by default and allow network communications traffic by exception (i.e., deny all, permit by exception);
- (19) Protect the confidentiality of Student Data and Teacher Data at rest;
- (20) Identify, report, and correct system flaws in a timely manner;
- (21) Provide protection from malicious code (i.e. Antivirus and Antimalware) at designated locations within organizational systems;
- (22) Monitor system security alerts and advisories and take action in response; and
- (23) Update malicious code protection mechanisms when new releases are available.

Alternatively, the Provider agrees to comply with one of the following standards: (1) NIST SP 800-171 rev 2, Basic and Derived Requirements; (2) NIST SP 800-53 rev 4 or newer, Low Impact Baseline or higher; (3) FedRAMP (Federal Risk and Authorization Management Program); (4) ISO/IEC 27001:2013; (5) Center for Internet Security (CIS) Controls, v. 7.1, Implementation Group 1 or higher; (6) AICPA System and Organization Controls (SOC) 2, Type 2; and (7) Payment Card Industry Data Security Standard (PCI DSS), v3.2.1. The Provider will provide to the LEA on an annual basis and upon written request demonstration of successful certification of these alternative standards in the form of a national or international Certification document; an Authorization to Operate (ATO) issued by a state or federal agency, or by a recognized security standards body; or a Preliminary Authorization to Operate (PATO) issued by the FedRAMP Joint Authorization Board (JAB).

- 8. In the case of a data breach, as a part of the security breach notification outlined in Article V, Section 4(1), the Provider agrees to provide the following additional information:
 - i. The estimated number of students and teachers affected by the breach, if any.
- 9. The parties agree to add the following categories into the definition of Student Data: the name of the student's parents or other family members, place of birth, social media address, unique pupil identifier, and credit card account number, insurance account number, and financial services account number.
- 10. In Article V, Section 1 Data Storage: New Hampshire does not require data to be stored within the United States.

<u>EXHIBIT "I" – TEACHER DATA</u>		
Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Communications	Online communications that are captured (emails, blog entries)	
Demographics	Date of Birth	
	Place of Birth	
	Social Security Number	
	Ethnicity or race	
	Other demographic information-Please specify:	
Personal Contact Information	Personal Address	
	Personal Email (Only district email address is captured.)	X
	Personal Phone	
Performance evaluations	Performance Evaluation Information	
Schedule	Teacher scheduled courses	X
	Teacher calendar	
Special Information	Medical alerts	
	Teacher disability information	
	Other indicator information-Please specify:	
Teacher Identifiers	Local (School district) ID number	X
	State ID number	
	Vendor/App assigned student ID number	X
	Teacher app username (Only required when not using SSO)	X
	Teacher app passwords (Only required when not using SSO)	X
Teacher In App Performance	Program/application performance	
Teacher Survey Responses	Teacher responses to surveys or questionnaires	
Teacher work	Teacher generated content; writing, pictures etc.	X
	Other teacher work data -Please specify:	
Education	Course grades from schooling	
	Other transcript data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

Exhibit "G"

New York

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in New York. Specifically, those laws are New York Education Law § 2-d; and the Regulations of the Commissioner of Education at 8 NYCRR Part 121; and

WHEREAS, the Parties wish to enter into these additional terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for New York;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
2. Student Data will be used by Provider exclusively to provide the Services identified in Exhibit A to the DPA.
3. Provider agrees to maintain the confidentiality and security of Student Data in accordance with LEA's Data Security and Privacy Policy. The LEA's Data Security Policy is attached hereto as Exhibit J. Each Subscribing LEA will provide its Data Security Policy to the Provider upon execution of Exhibit "E". Provider shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect Student Data and APPR Data. Provider must Encrypt Student Data and APPR Data at rest and in transit in accordance with applicable New York laws and regulations.
4. Provider represents that their Data Privacy and Security Plan can be found at the URL link listed in Exhibit K and is incorporated into this DPA. Provider warrants that its Data Security and Privacy Plan, at a minimum: (a) implements all applicable state, federal and local data privacy and security requirements; (b) has operational technical safeguards and controls in place to protect PII that it will receive under the service agreement; (c) complies with the LEA's parents bill of rights for data privacy and security; (d) requires training of all providers' employees, assignees and subprocessors who have Access to student data or APPR data; (e) ensures subprocessors are required to protect PII received under this service agreement; (f) specifies how data security and privacy incidents that implicate PII will be managed and ensuring prompt notification to the LEA, and (g) addresses Student Data return, deletion and destruction.
5. In addition to the requirements described in Paragraph 3 above, the Provider's Data Security and Privacy Plan shall be deemed to incorporate the LEA's Parents Bill of Rights for Data Security and Privacy, as found at the URL link identified in Exhibit J. The Subscribing LEA will provide its Parents Bill of Rights for Data Security and Privacy to the Provider upon execution of Exhibit "E".

6. All references in the DPA to “Student Data” shall be amended to include and state, “Student Data and APPR Data.”
7. To amend Article II, Section 5 to add: Provider shall ensure that its subprocessors agree that they do not have any property, licensing or ownership rights or claims to Student Data or APPR data and that they will comply with the LEA’s Data Privacy and Security Policy. Provider shall examine the data privacy and security measures of its Subprocessors. If at any point a Subprocessor fails to materially comply with the requirements of this DPA, Provider shall: (i) notify LEA, (ii) as applicable, remove such Subprocessor’s Access to Student Data and APPR Data; and (iii) as applicable, retrieve all Student Data and APPR Data received or stored by such Subprocessor and/or ensure that Student Data and APPR Data has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Student Data and APPR Data held, possessed, or stored by the Subprocessor is compromised, or unlawfully Accessed or disclosed, Provider shall follow the Data Breach reporting requirements set forth in the DPA.
8. In Article IV, Section 2, replace “otherwise authorized,” with “otherwise required” and delete “or stated in the Service Agreement.”
9. To amend Article IV, Section 3 to add: Provider shall ensure that all its employees and subprocessors who have Access to or will receive Student Data and APPR Data will be trained on the federal and state laws governing confidentiality of such Student Data and APPR Data prior to receipt. Access to or Disclosure of Student Data and APPR Data shall only be provided to Provider’s employees and subprocessors who need to know the Student Data and APPR Data to provide the services and such Access and/or Disclosure of Student Data and APPR Data shall be limited to the extent necessary to provide such services.
10. To replace Article IV, Section 6 (Disposition of Data) with the following: Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within ninety (90) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Provider is prohibited from retaining disclosed Student Data or continuing to Access Student Data beyond the term of the Service Agreement unless such retention is expressly authorized for a prescribed period by the Service Agreement, necessary for purposes of facilitating the transfer of disclosed Student Data to the LEA, or expressly required by law. The confidentiality and data security obligations of Provider under this DPA shall survive any termination of this contract to which this DPA is attached but shall terminate upon Provider’s certifying that it and it’s subprocessors, as applicable: (a) no longer have the ability to Access any Student Data provided to Provider pursuant to the Service Agreement and/or (b) have destroyed all Student Data and APPR Data provided to Provider pursuant to this DPA. The Provider agrees that the timelines for disposition of data will be modified by any Assurance of Discontinuation, which will control in the case of a conflict.

Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all student data after providing the LEA with ninety (90) days prior notice.

The duty to dispose of student data shall not extend to Student Data that had been de-identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **“Directive for Disposition of Data”** form, a copy of which is attached hereto as **Exhibit “D”**, or, with reasonable notice to the Provider, other form of its choosing. No further written request or notice is required on the part of either party prior to the disposition of Student Data described in **“Exhibit D”**.

11. To amend Article IV, Section 7 to add: ‘Notwithstanding the foregoing, Provider is prohibited from using Student Data or APPR data for any Commercial or Marketing Purpose as defined herein. And add after (iii) account holder, “which term shall not include students.”
12. To replace Article V, Section 1 (Data Storage) to state: Student Data and APPR Data shall be stored within the United States and Canada only. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
13. To replace Article V, Section 2 (Audits) to state: No more than once a year or following an unauthorized Access, upon receipt of a written request from the LEA with at least ten (10) business days’ notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA or its designee(s) to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA or its designee(s) and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable Access to the Provider’s facilities, staff, agents and LEA’s Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA.

Upon request by the New York State Education Department’s Chief Privacy Officer (NYSED CPO), Provider shall provide the NYSED CPO with copies of its policies and related procedures that pertain to the protection of information. In addition, the NYSED CPO may require Contractor to undergo an audit of its privacy and security safeguards, measures, and controls as they pertain to alignment with the requirements of New York State laws and regulations, and alignment with the NIST Cybersecurity Framework. Any audit required by the NYSED CPO must be performed by an independent third party at Provider’s expense and the audit report must be provided to the NYSED CPO. In lieu of being subject to a required audit, Provider may provide the NYSED CPO with an industry standard independent audit report of Provider’s privacy and security practices that was issued no more than twelve months before the date that the NYSED CPO informed Provider that it required Provider to undergo an audit. Failure to reasonably cooperate with any of the requirements in this provision shall be deemed a material breach of the DPA.

To amend the third sentence of Article V. Section 3 (Data Security) to read: The Provider shall implement security practices that are in alignment with the NIST Cybersecurity Framework v1.1 or any update to this Framework that is adopted by the New York State Department of Education.

14. To replace Article V. Section 4 (Data Breach) to state: In the event of a Breach as defined in 8 NYCRR Part 121.1 Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided; and
 - vi. The number of records affected, if known; and
 - vii. A description of the investigation undertaken so far; and
 - viii. The name of a point of contact for Provider.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians. Where a Breach of Student Data and/or APPR Data occurs that is attributable to Provider and/or its Subprocessors, Provider shall pay for or promptly reimburse LEA for the full cost of notification to Parents, Eligible Students, teachers, and/or principals.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.
- (6) Provider and its subprocessors will cooperate with the LEA, the NYSED Chief Privacy Officer and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Provider will be the sole responsibility of the Provider if such Breach is attributable to Provider or its subprocessors.

15. To amend the definitions in Exhibit "C" as follows:

- "Subprocessor" is equivalent to subcontractor. It is a third party who the provider uses for data collection, analytics, storage, or other service to allow Provider to operate and/or improve its service, and who has access to Student Data.

- “Provider” is also known as third party contractor. It any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs. Such term shall include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities and is not an educational agency and a not-for-profit corporation or other non-profit organization, other than an educational agency.

16. To add to Exhibit “C” the following definitions:

- **Access:** The ability to view or otherwise obtain, but not copy or save, Student Data and/or APPR Data arising from the on-site use of an information system or from a personal meeting.
- **APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d
- **Commercial or Marketing Purpose:** In accordance with § 121.1(c) of the regulations of the New York Commissioner of Education, the Disclosure, sale, or use of Student or APPR Data for the purpose of directly or indirectly receiving remuneration, including the Disclosure, sale, or use of Student Data or APPR Data for advertising purposes, or the Disclosure, sale, or use of Student Data to develop, improve, or market products or services to Students.
- **Disclose or Disclosure:** The intentional or unintentional communication, release, or transfer of Student Data and/or APPR Data by any means, including oral, written, or electronic.
- **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 Security Rule at 45 CFR § 164.304, encrypt means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
- **Release:** Shall have the same meaning as Disclose
- **LEA:** As used in this DPA and all Exhibits, the term LEA shall mean the educational agency, as defined in Education Law Section 2-d, that has executed the DPA; if the LEA is a board of cooperative educational services, then the term LEA shall also include Participating School Districts for purposes of the following provisions of the DPA: Article I, Section 2; Article II, Sections 1 and 3; and Sections 1, 2, and 3 of Article III.
- **Participating School District:** As used in Exhibit G and other Exhibits to the DPA, the term Participating School District shall mean a New York State educational agency, as that term is defined in Education Law Section 2-d, that obtains access to the Services through a CoSer agreement with LEA, and shall include LEA if it uses the Services in its own educational or operational programs.
-

Exhibit “J”
LEA Documents

New York LEAs will provide links to their Data Security and Privacy Policy, Parents Bill of Rights for Data Security and Privacy, and supplemental information for this service agreement in their Exhibit Es.

Exhibit "K"
Provider Security Policy

Provider's Data Security and Privacy Plan can be accessed at

See attached

ARC Digital Products

Security and Privacy

Security and Disaster Recovery

American Reading Company's (ARC) digital products adhere to the following security and disaster recovery practices:

- All web-based services and RESTful API calls use TLS 1.2 security.
- All personally identifiable information stored in MySQL is encrypted at rest using 256-bit AES encryption. This encrypted storage is FIPS 140-2 compliant.
- ARC digital products offer access for teachers, school administrators, and district administrators as identified by the district. Users in each of those security groups have access to only those student records in their scope of responsibility.
- For districts using Clever Instant Login or Classlink OneClick Single Sign-On, the district maintains real-time control of all user credentials. For districts not using one of our supported single sign-on solutions, districts may assign usernames and passwords up to 128 characters. All passwords are stored using BCrypt encryption.
- All digital product data is replicated to multiple database servers behind our firewalls.
- All data is backed up daily, encrypted, and transferred securely to ARC's headquarters.
- All employees who might require access to secure data are provided with training in safe-handling procedures.

Cloud Hosting

ARC digital products are hosted on the Microsoft Azure cloud platform. Through the use of encryption and restricted access to physical devices, Microsoft does not have access to district data in any form at any time.

- One Microsoft Way, Redmond, WA, 98052
- (800) 426-9400
- Security Information for the Microsoft Azure platform, including attestations for NIST, SOC2, and other compliance offerings, can be found here:
<https://learn.microsoft.com/en-us/azure/compliance/offerings/>

Privacy

- Data stored in ARC digital products remains the property of the district and is protected by several policies to ensure privacy.
- American Reading Company does not share district data with any third parties unless requested by district administration.
- **FERPA Compliance:** American Reading Company's software products meet the requirements of FERPA. Acting as a school official with legitimate educational interests, American Reading Company receives basic directory information from the district in order to populate ARC digital products with student rosters. To facilitate information review by parents, legal guardians, and eligible pupils, ARC digital products include several printable reports, including the Student History Report and Status of the Class, that may be printed by district staff. If erroneous information is found in student records, parents, legal guardians, and eligible pupils may contact the district to request a modification of the erroneous records. For districts using an automated rostering solution, the incorrect student records will need to be modified in the root SIS system. Changes will be synchronized to American Reading Company's software platform within 24 hours. For districts not using an automated rostering solution, district personnel may make corrections to student records directly in American Reading Company's software platforms.
- **COPPA Compliance:** American Reading Company's software products meet the requirements of COPPA. All American Reading Company's software products are marketed and sold to schools and districts, not directly to students. No personal data is collected from students, and students are never prompted to enter any personal information. Any rostering and demographic data used to populate class lists and other constructs is entered by authorized district or school personnel.
- **CIPA Compliance:** American Reading Company's software products meet the requirements of CIPA. At the time of this writing, American Reading Company offers the following software products that are used directly by students: ARC Bookshelf, ARC Reads®, and ARC Adventures®. These products do not offer open or unfiltered access to Internet resources. Rather, they are curated collections of curricular resources, digital books, and foundational skills practice activities, respectively. This content has been vetted for age appropriateness.
- **GDPR Compliance:** American Reading Company's software products meet the "Lawfulness of Processing" requirement of the General Data Protection Regulation (GDPR) based on Chapter 2, Article 6, Section 1.b.: *"processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;"* <https://gdpr.eu/article-6-how-to-process-personal-data-legally/>
In addition, American Reading Company's cloud provider, Microsoft Azure, fully

complies with GDPR, as described in the following document:

<https://docs.microsoft.com/en-us/legal/gdpr>

- All American Reading Company employees who are granted access to student data are trained in the safe handling of student records. Among other provisions, employees are trained to never send or request student information via email or other insecure messaging solutions, never share access, and never store exported student records on laptops, desktops, or mobile devices at any time.

Handling of Breaches, Data Privacy Incidents, and Security Incidents

- **Cyber Security Insurance:** American Reading Company is protected by a cyber security policy provided by CNA. The individual event and aggregate coverage limits for this policy are both \$5,000,000.
- **Audit Logs:** ARC digital products collect a variety of audit logs of user activity. Logs are retained until the end of the agreement term with each customer. These logs include, but are not limited to, the following activities:
 - For every user log in, the user identifier, IP address, and timestamp are recorded.
 - Each insert, update, and deletion of data is logged with a user identifier and timestamp.
 - The viewing of documents, digital books, and videos is logged with a user identifier and timestamp.
 - The exporting of artifacts including PDF files, CSV files, and Excel files is logged with a user identifier and timestamp.
- **Error Logs and Access Logs:** All system logs, including error logs and server access logs, are captured in an Elastic Stack (ELK) environment.
- **Intrusion Detection and Prevention:** ARC's corporate systems are hosted behind redundant SonicWall network security appliances. These appliances apply the following intrusion detection and prevention safeguards:
 - Firewall with Deep Packet Inspection (DPI)
 - SonicWall Intrusion Prevention Service (IPS)
- **Notification:** Upon detection of a data breach, American Reading Company will send an email and place a phone call to the designated security contact for the affected school district within 24 hours. If no security contact is specified, American Reading Company will notify the district's IT department. Notifications will include:
 - The nature of the breach.
 - The number of PII records affected.
 - A description of how the breach was identified.

Data Sharing

American Reading Company receives basic directory information from the district to populate our digital products with student rosters. This rostering data is used to create schools, classrooms, and student records in our databases. This basic rostering data is necessary to allow teachers and administrators to collect reading performance data, view reports based on this data, and provide access to appropriate resources and content. The following data is collected:

Students		Teachers and Administrators	
<ul style="list-style-type: none"> • Student Identification Number • Prefix * • First Name • Middle Name * • Last Name • Suffix * 	<ul style="list-style-type: none"> • Gender * • Ethnicity * • Date of Birth * • Grade • Classroom Assignments 	<ul style="list-style-type: none"> • Prefix * • First Name • Middle Name * • Last Name • Suffix * 	<ul style="list-style-type: none"> • Email Address • Security Level (Teacher, School Administrator, District Administrator) • Classroom Assignments
Items marked with an asterisk (*) are optional.			

ARC is committed to using data to improve student outcomes. To this end, ARC will report aggregate, anonymized data as part of research and evaluation efforts, and other efforts related to improving the implementation of ARC products and services. ARC will report aggregate, anonymized data to enable districts to examine how student performance in their district compares with other districts. ARC may report aggregate system-wide, district-level, subgroup-level, grade-level, and school-level data. No district, school, teacher, or student will ever be named. For example, ARC may report that the average IRLA reading level for all 3rd graders, system-wide, is 2.79.

Other Data Sharing Agreements

When ARC and a district agree to use SchoolPace data and/or other district data for research purposes, a separate data sharing agreement is put into place. The research DSA documents the terms under which the District will share data from students' education records, including personally identifiable information (PII), with ARC in a manner consistent with FERPA and its implementing regulations, and district privacy policies.






SchoolPace_Manchester_NY_11State_OHG_VendorSigned

Final Audit Report

2024-11-04

Created:	2024-11-04
By:	Ramah Hawley (rhawley@tec-coop.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzHvHcNd7U-Nb30TTBFTocn_QhLv5fHB9

"SchoolPace_Manchester_NY_11State_OHG_VendorSigned" History

-  Document created by Ramah Hawley (rhawley@tec-coop.org)
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-  Document emailed to STEVE CROSS (scross@mansd.org) for signature
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-  Email viewed by STEVE CROSS (scross@mansd.org)
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-  Document e-signed by STEVE CROSS (scross@mansd.org)
Signature Date: 2024-11-04 - 3:45:44 PM GMT - Time Source: server
-  Agreement completed.
2024-11-04 - 3:45:44 PM GMT



Executive Summary Finance Committee Meeting

DATE: March 20, 2025

TOPIC: Final Fiscal Year 2024 Single Audit by Lauterbach & Amen, LLP

PREPARED BY: Courtney Whited

Recommended for:

Action

☒ Discussion

☒ Information

Purpose/Background:

Lauterbach & Amen prepared the Fiscal Year 2024 Single Audit which was necessary because Lincolnwood School District 74 received more than \$750,000 in Federal Grant funds. The deadline for submission to the Federal Audit Clearinghouse is March 31, 2025. No issues were cited by Lauterbach & Amen in this report.

Fiscal Impact:

None

Recommendation:

This summary is for informational purposes. The final Fiscal Year 2024 Single Audit Report prepared by Lauterbach & Amen, LLP will be presented to the Lincolnwood School District 74 Board of Education for review at the April 3, 2025 Board of Education meeting, as recommended by the Finance Committee.

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

SINGLE AUDIT REPORT

FOR THE FISCAL YEAR ENDED
JUNE 30, 2024

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

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LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

**Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2024**

			Assistance			Amount
Cluster Name/ Federal Grantor	Pass-Through Grantor	Program Title	Listing Number	Program/Grant Number	Expenditures	Provided to Subrecipients
Child Nutrition Cluster						
Department of Agriculture	Illinois State Board of Education	Special Milk Program	10.556	2023-4215	\$ 2,663	-
			10.556	2024-4215	15,060	-
			Total Child Nutrition Cluster		17,723	-
Special Education (IDEA) Cluster						
Department of Education	Illinois State Board of Education	IDEA - Flow Through Pre-School	84.173	2024-4600	10,450	-
		IDEA - Flow Through	84.027	2024-4620	317,696	-
		IDEA - Room & Board	84.027	2023-4625	45,256	-
			84.027	2024-4625	59,912	-
			Total IDEA Cluster		433,314 *	-
Medical Cluster						
Department of Health and Human Services	Illinois Department of Healthcare and Human Services	Medical Assistance Program	93.778	2023-4991	37,865	-
Other Programs						
Department of Education	Illinois State Board of Education	Title I - School Improvement & Accountability	84.010A	2024-4331	103,681	-
Department of Education	Illinois State Board of Education	Title I - Low Income	84.010	2024-4300	279,892	-
					383,573	-
Department of Education	Illinois State Board of Education	Title III - Lang Inst Prog-Limited	84.365A	2024-4909	19,660	-
Department of Education	Illinois State Board of Education	Elementary and Secondary School Emergency Relief Fund	84.425D	2023-4998-E2	14,102	-
			84.425U	2024-4998-E3	250,526	-
			84.425U	2023-4998-EB	3,330	-
			Total 84.425		267,958	-
TOTAL FEDERAL AWARDS EXPENDED					1,160,093	-

*Denotes major federal program

See accompanying notes to the schedule of expenditures of federal awards.

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

Notes to the Schedule of Expenditures of Federal Awards June 30, 2024

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of the District under programs of the federal government for the year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, changes in net position, or cash flows of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures

Expenditures reported on the Schedule are reported on the accrual basis of accounting.

Pass-Through Entities

Pass-through entity identifying numbers are presented on the Schedule where available.

NOTE 3 – 10% DE MINIMIS INDIRECT COST RATE

The District has selected to use a rate other than the 10% de minimis indirect cost rate as permitted by 2 CFR Section 200.414.

NOTE 4 – NONCASH TRANSACTIONS

The District did not receive any Federal non-cash commodities passed through the Illinois State Board of Education.

NOTE 5 – SUBRECIPIENT RELATIONSHIPS

The District did not remit any funds to subrecipients.



**INDEPENDENT AUDITORS' REPORT
ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

October 29, 2024

Members of the Board of Education
Lincolnwood School District 74
Lincolnwood, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Lincolnwood School District 74 (the District), Illinois, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated October 29, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of District's internal control. Accordingly, we do not express an opinion on the effectiveness of District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Lincolnwood School District 74, Illinois
October 29, 2024

Reporting on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain other matters that we reported to management of the District in a separate letter dated October 29, 2024.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP



**INDEPENDENT AUDITORS' REPORT
ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY UNIFORM GUIDANCE
AND ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

February 11, 2025

Members of the Board of Education
Lincolnwood School District 74
Lincolnwood, Illinois

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Lincolnwood School District 74 (the District), Illinois' compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2024. The District's major federal programs are identified in the summary of auditor's results section of the accompany schedule of findings and questioned costs.

In our opinion, the Lincolnwood School District 74, Illinois complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the District as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We issued our report thereon dated October 29, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

**Schedule of Findings and Questioned Costs
Year Ended June 30, 2024**

SECTION 1 – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditor’s report issued on the financial statements:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified:	No
Significant deficiencies identified:	No
Noncompliance material to the financial statements noted:	No

Federal Awards

Type of auditor’s report issued on compliance for major programs:	Unmodified
Internal control over major programs:	
Material weakness(es) identified:	No
Significant deficiencies identified:	No
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a):	No
Major programs identified:	
<u>ALN Number(s)</u>	<u>Name of Federal Program/Cluster</u>
84.173/ 84.027	IDEA – Special Education Cluster
Dollar threshold used to distinguish between Type A and Type B programs:	\$750,000
Auditee qualified as a low-risk auditee:	No

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

**Schedule of Findings and Questioned Costs – Continued
Year Ended June 30, 2024**

SECTION 2 – FINANCIAL STATEMENT AUDIT FINDINGS

None

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

**Schedule of Findings and Questioned Costs – Continued
Year Ended June 30, 2024**

SECTION 3 – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None

LINCOLNWOOD SCHOOL DISTRICT 74, ILLINOIS

Schedule of Findings and Questioned Costs – Continued
Year Ended June 30, 2024

SECTION 4 – PRIOR YEAR AUDIT FINDINGS

None



Executive Summary Finance Committee Meeting

DATE: March 20, 2025

TOPIC: LBSA Waiver Request- FY26 Facilities Rental Fees

PREPARED BY: Courtney Whited

Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

Purpose/Background:

Lincolnwood Baseball and Softball Association (LBSA) has used SD74 facilities and fields for practices and games for several years. LBSA is a Category II organization according to the Facility Rental Policy. The resulting fees would create an extreme hardship on LBSA. The organization's waiver request is attached.

Fiscal Impact:

Category II fees for the gyms and outdoor fields would not be collected during FY26

Recommendation:

The Finance Committee concurs with the Administration's recommendation to the Board of Education to waive facility rental fees during fiscal year 2025-26 for Lincolnwood Baseball and Softball Association.



3926 W Touhy Suite 122
Lincolnwood, IL 60712

www.lwbba.org

LBA Board Members

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Jay Greenberger

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Brian Nondorf

Director

Jeff Mayer

Director

Kiley Stojanoff

Director

Alex Chammo

Director

Becky Klinghofer

Director

February 25, 2025

Lincolnwood School District 74 Board of Education:

Lincolnwood Baseball and Softball Association (LBSA) has used SD74 facilities and fields for many years. LBSA requests that all rental fees continue to be waived in the use of the SD74 facilities and fields.

Sincerely,

A handwritten signature in cursive script that reads "John Dreuth".

John Dreuth
President, LBSA



Executive Summary Finance Committee Meeting

DATE: March 20, 2025

TOPIC: District Purchasing Update(s)

PREPARED BY: David Russo, Dominick Lupo, Jordan Stephen

Recommended for:

- ☐ Action
- ☒ Discussion
- ☒ Information

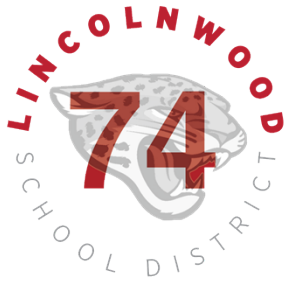
Purpose/Background:

This document provides the Finance Committee with an update of ongoing District renewals and/or purchases that will not require Board Approval based on criteria adopted in May 2023.

Items for Finance Committee Review:

- ☐ Jamf School Renewal for 2025-2026
 - Jamf provides Mobile Device Management (MDM) services for all District iPads.
 - The Jamf MDM service schedules software updates, pushes approved applications to student iPads, and creates profiles for students and devices to allow them to be used with the classroom and off campus.
 - By removing certain feature sets that are not in use, the District has reduced the yearly expense of this product.
 - \$8,250.00 - The District paid \$8,250.00 for the services during the 24-25 school year .
- ☐ Frontline Proposal for 2025-2026
 - Absence & Substitute Management Software
 - The District uses Frontline's Absence & Substitution Management system to record and manage staff absences and request substitutes.
 - These services are available 24 hours a day, seven days a week online to assist employees in reporting absences and to assist substitute teachers in viewing available jobs at SD74.

- \$4,571.82 - Lincolnwood School District 74 paid Frontline \$4,438.66 for service during the 2024-2025 School Year.



Finance Committee Meeting

DATE: March 20, 2025

TOPIC: District Finance Update

PREPARED BY: Courtney Whited

Recommended for:

Action

☒ Discussion

☒ Information

Purpose/Background:

To provide the Finance Committee an update on ongoing Districtwide matter(s)

1. Does SD74 want to submit a reservation of rights letter to the workers' compensation provider?

Recent IPRF Workers' Compensation Rates & Safety Grants

	FY25	FY24	FY23
Invoice	\$61,426 + ADJ	\$68,732	\$70,772
Safety Grant	Awarded \$8,670	Awarded \$9,704	Awarded \$10,764

2. The Facilities Committee was presented with a 2.9% increase for 2025-26 custodial cleaning services from GSF USA, Inc resulting in an annual cost of \$521,132.90. This was the most recent annual CPI percentage for the area.